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SUPREME COURT OF THE UNITED STATES.

No. 103.

ROSWELL BEEBE ET AL., App'ts,

vs.

WILLIAM RUSSELL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF ARKANSAS.

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THE UNITED STATES OF AMERICA,
District of Arkansas, sct.

Be it remembered, that at Rules in the Clerk's Office of the Circuit Court of the United States in and for the District of Arkansas (on the Chancery side of said Court), on the seventh day of December, A. D. 1844, before the Clerk of said Court, the following proceedings were had, to wit:—

WILLIAM RUSSELL, Complainant on Bill,

vs.

CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

This day comes the said complainant, by Pike and Baldwin his solicitors, and files his bill of complaint against the said defendants, and also files the following Exhibits, to wit: A, C, D, E, F, G, H, K, L, M, N, O, P and Q, R, S, T, U, V, W, X, Y, Z, and G G; and thereupon prayed for a writ of subpœna, to issue against said defendants, returnable to the first Monday of February next, which subpœna is issued accordingly.

Attest: WM. FIELD, *Clerk.*
By A. H. RUTHERFORD, *D. C.*

Which writ is in the following words and figures, to wit:—

[L. S.] THE UNITED STATES OF AMERICA,

To the Marshal of the Arkansas District, greeting:

You are hereby commanded to summon Chester Ashley, Roswell Beebe, and George C. Watkins, if they be found within your bailiwick, to appear before the Judges of our Circuit Court of the United States in and for the District of Arkansas, at the Court House in the city of Little Rock sitting, on the chancery side of said court, on the first Monday of February next, to answer William Russell, complainant to a bill and exhibits filed and exhibited against them as defendants; and have you then there this writ.

In testimony whereof, Roger B. Taney, Esq., Chief Justice of the Supreme Court, hath caused the seal of the said Circuit Court to be hereunto affixed this seventh day of December, A. D. 1844, and in the sixty-ninth year of our Independence.

Attest: WM. FIELD, *Clerk.*
By A. H. RUTHERFORD, *D. Clerk.*

Mem. The defendants are to enter their appearance in this suit

in the Clerk's office on or before the day at which this writ is returnable, otherwise the bill may be taken *pro confesso.*

WM. FIELD, *Clerk.*
By A. H. RUTHERFORD, *D. C.*

Executed by leaving a true copy of the within at the usual place of abode of the within named Chester Ashley, in the city of Little Rock, District of Arkansas, with a free white person, a member of his family, over the age of fifteen years, and informing such person of the contents thereof, on the 9th December, A. D. 1844, and on George C. Watkins, by leaving at his usual place of abode, in the city of Little Rock, District of Arkansas, a true copy of this writ with a James M. Curran, a free white person and a member of his family, over the age of fifteen years, on said 9th day of December, 1844, and on Roswell Beebe on the 10th day of December, 1844, by delivering to him a true copy of the within in the city of Little Rock, District of Arkansas.

H. M. RECTOR, *U. S. Marshal.*
By N. T. GAINES, *D. M.*

To the Honorable the Judges of the Circuit Court of the United States for the District of Arkansas, in Chancery—

William Russell, who is a citizen of the State of Missouri, one of the United States of America, brings this his bill of complaint against Chester Ashley, Roswell Beebe, and George C. Watkins, defendants herein, all of whom are citizens of the State of Arkansas, one of the United States of America; and thereupon your orator complains and says: That in the year 1820, and long theretofore, by virtue of the fifth section of the act of the Congress of the United States, entitled "An Act for the final adjustment of land-titles in the States of Louisiana and Territory of Missouri," approved April 12th, A. D. 1814, and of the other act of Congress, entitled "An Act giving the right of pre-emption in the purchase of lands to certain settlers in the Illinois Territory," approved February 5th, A. D. 1813; and of the other act of Congress, entitled "An Act concerning pre-emption rights given in the purchase of lands to certain settlers in the State of Louisiana and in the Territories of Missouri and Illinois," approved April 29th, A. D. 1810, one Benjamin Murphy, a resident of that part of the Territory of Missouri which is now the State of Arkansas, by virtue and under right of an improvement originally made by one William Lewis, was entitled to a pre-emption right and preference in becoming the purchaser at private sale of certain portions of the public lands of the United States, then and previously called and known by the name of the "Little Rock Bluffs," and which said right of pre-emption and preference, when said public lands in that vicinity came to be surveyed, comprehended and included the following described portions and subdivisions of said lands, to wit, so much of fractional section two, in township

one, north of the base line of range twelve, west of the fifth principal meridian, as lies south of the Arkansas River, and west of the old Quapaw line running through said section, containing about the quantity of ninety-five acres and seventy-hundredths of an acre of land, being the western part of the southwest quarter of that section, and the western part south of the Arkansas River, of the northwest quarter of said section; and also adjoining the same, so much of the northeast quarter of fractional section three, in the same township and range, as lies south of the Arkansas River, containing about the quantity of ninety-five acres and sixty-three hundredths of an acre, sometimes called the south fractional part of said northeast quarter, making together in said two adjoining fractions the quantity of one hundred and ninety-one acres and thirty-three hundredths of an acre of land claimed by the said Benjamin Murphy as embraced by and included in his said pre-emption right; a plot of the survey of part of which township, lying south of the Arkansas River, and west of said Quapaw Indian line—including the lands so covered by said pre-emption right, and other lands adjoining, is herewith exhibited, marked A, and prayed to be taken as part of this bill.

Your orator further represents that the acts of Congress above mentioned gave to the Register and Receiver of the land-office of the district in which said lands were situate, exclusive jurisdiction to adjudicate and decide upon such pre-emption rights, without providing for or allowing an appeal from their decisions on questions of fact, or any revision thereof elsewhere. That said township was, on the 12th day of April, A. D. 1814, when the act of Congress aforesaid, of that date, was passed, within the county of Arkansas, in the Territory of Missouri, as said Territory was then organized into counties and civil government. That an act of Congress, entitled "An Act making provision for the establishment of additional land offices in the Territory of Missouri," approved February 17th, A. D. 1813, established a land office at the seat of justice in the county of Lawrence, a county in that part of the then Territory of Missouri, which was in 1814 the county of Arkansas, and is now the State of Arkansas; and determined the boundaries of the district of the land-office so established, in such manner as to include therein the township aforesaid. That by another act of Congress, entitled "An Act establishing a separate territorial government in the northern part of the Territory of Missouri," approved March 2d, A. D. 1818, the land district of Lawrence aforesaid was included within the Territory of Arkansas created by that act.

Your orator further represents that by another act of Congress, entitled "An Act to authorize the President of the United States to appoint a Receiver of the public moneys and Register of the land-office for the district of Lawrence County, in the Arkansas Territory," approved March 17th, A. D. 1820, it was, among other things, provided: That every person claiming a right of pre-emption within that district should make known his claim and location, according

to the provisions of the laws then in force, to the Register of that land office at least six weeks before the time thereafter to be designated by the President of the United States for issuing patents to the soldiers of the late army, entitled to bounty lands in that district. That on the 18th day of April, A. D. 1820, the President of the United States did designate the fourth Monday of November then next, as the time of issuing such patents to the soldiers aforesaid. That on the 2d day of July, A. D. 1820, the Register of said land-office of said land district of Lawrence County, gave public notice by advertisement in the *Arkansas Gazette*, a newspaper published in said Territory of Arkansas, that he would be ready on the first day of August then next, to receive evidence as to such rights of pre-emption at the Court House in said county of Lawrence, and would continue to receive and act upon such claims, agreeably to law, in conjunction with the Receiver, until the third Monday in October then next.

Your orator further represents that, in conformity to the provisions of said several acts of Congress, and said public notice of said Register, the said Benjamin Murphy, in the month of September, A. D. 1820, produced to said Register and Receiver of said Land-office for the Lawrence Land District, at their office in the building occupied as a court-house, in said County of Lawrence, the evidence in support of his pre-emption right aforesaid, to the fractions of land aforesaid, and then proved, to the satisfaction of said Register and Receiver, that he, the said Benjamin Murphy, was so entitled as aforesaid to the pre-emption and right of preference in the purchase, at private sale, of the fractions of land aforesaid. Whereupon, said Register and Receiver then and there adjudged and decided his evidence to be sufficient, and that he was entitled as aforesaid to such pre-emption right, and then there allowed and granted the same accordingly; by which adjudication and decision, the same being by law final, absolute, and irreversible, except for fraud, the said Benjamin Murphy was then confirmed in his right of preference in entering the lands aforesaid; all which is evidenced by, and will fully appear from a copy of the record of said proof and proceedings, which is herewith exhibited, marked *B*, and prayed to be taken as part of this bill, the original whereof remains in the Register's Office of the Lawrence Land District, at Batesville, in the State of Arkansas.

Your orator further represents that, according to the provisions of the above named act of Congress, of March 17, 1820, the owners of pre-emption claims in said district of Lawrence county were, when said claim was so proven and allowed, only enabled to make known and establish their claims, but not to enter them, or then pay for the lands whereon they were situate, inasmuch as no sales of lands in any part of said district then had been, nor were until long afterwards, advertised or proclaimed by the President of the United States.

Your orator further represents that on the 15th day of September,

1820, the said Benjamin Murphy, by deed of that date, sold and conveyed to William Trimble and Townsend Dickinson one undivided half of his said pre-emption claim and right for the consideration of five hundred dollars, which deed was duly witnessed, acknowledged, and recorded; as by a true copy from the record thereof, which is herewith exhibited, marked *C*, and prayed to be taken as part of this bill, the original thereof not being in the power or possession of your orator to exhibit, will more fully and at large appear.

Your orator further represents that on the sixth of October, A. D. 1820, after said claim had been so proven and allowed as aforesaid, the said Benjamin Murphy and Miranda his wife, and the said William Trimble and Townsend Dickinson, they then being the only and entire owners of said pre-emption right, by their deed of that date, for the consideration of two thousand dollars, sold and conveyed to your orator one equal undivided half part of said pre-emption right and of the lands aforesaid; which deed was duly executed, acknowledged, and recorded in the County of Pulaski, in the Territory of Arkansas, wherein said lands then lay; as by a true copy from the record thereof, which is herewith exhibited, marked *D*, and prayed to be taken as part of this bill, the original thereof not being in your orator's power or possession to exhibit, will more fully and at large appear.

Your orator further represents that, after he had thus become the owner and proprietor of one equal undivided half of said claim and lands, and after said Benjamin Murphy had sold and conveyed to other persons other shares and interests in said claim and lands, until he retained only one-sixteenth undivided part of said claim and lands, on the eighth day of March, A. D. 1821, a writ of execution issued from the Court of Common Pleas for the County of Pulask aforesaid, in the Territory of Arkansas aforesaid, against the said Benjamin Murphy, upon a certain judgment in that Court obtained by one Samuel Jones against him for one hundred and seventy-five dollars debt, and twenty-nine dollars twenty-seven and a half cents damages and costs, which writ of execution was by the Sheriff of said county levied on the interest of said Benjamin Murphy in the claim and lands aforesaid, and his said interest was by said Sheriff sold thereunder, after due advertisement, in the manner prescribed by law, at public auction; at which sale your orator purchased all the right, title, and interest of the said Benjamin Murphy in and to said claim and lands, at and for the sum of one hundred and five dollars, on the 26th day of May, A. D. 1821, and said Sheriff accordingly executed his deed therefor to your orator, on the 27th day of June, A. D. 1821, which was duly acknowledged and recorded, as by a copy from the record of said deed, which is herewith exhibited, marked *E*, and prayed to be taken as part of this bill, the original thereof not being in your orator's power or possession to exhibit, will more fully appear.

Your orator further represents that he having by said purchase at

Sheriff's sale acquired one undivided sixteenth part of said claim and land, in addition to the one undivided half theretofore acquired by him, he did, on the 19th day of July, A. D. 1821, sell and convey to Robert Crittenden, William Trimble, and Thomas P. Eskridge, one undivided sixteenth part of said claim, specifying it as the same sixteenth part purchased at Sheriff's sale, as aforesaid, thus still remaining owner of one undivided half, as aforesaid.

Your orator further represents, that under the provisions of an act of Congress entitled "An act for the relief of the inhabitants of the late County of New Madrid, in the Missouri Territory, who suffered by earthquakes," approved February 17, A. D. 1815, three of the certificates by said act authorized to be issued by the Recorder of Land Titles to claimants under said act, commonly called and familiarly known by the name of "New Madrid certificates," to wit, one, being No. 264, granted to Elois Dejarlois; one, being No. 8, granted to Francis Lessieur, and one, being No. 15, granted to Peter Posier, each authorizing the person to whom it was granted to locate one hundred and sixty acres of land, as provided for by said act of Congress, were, in or prior to the year 1820, so located as to include and cover the whole of the lands aforesaid, so as aforesaid covered by said pre-emption right, and other lands adjoining; whereby was created a conflict of title to said lands, between the owners of said different claims: That before the 28th day of June, A. D. 1821, one Amos Wheeler and others, owners or pretended owners of said New Madrid claims, had by force and fraud obtained actual possession of one fraction of said lands, to wit, the northwest fractional quarter of said section two, south of Arkansas River, and west of the Quapaw line; whereupon, your orator, having lawful right to the possession thereof, brought his action of forcible entry and detainer against said Amos Wheeler and others, before two justices of the peace, to obtain possession of said fraction; in which action, such proceedings were had that your orator had verdict in his favor, and judgment in said justice's Court for writ of restitution, and said judgment being reversed by the Circuit Court of Pulaski County aforesaid on certiorari, your orator appealed to the Superior Court of the Territory of Arkansas, on which appeal, by the consideration and judgment of said Superior Court, said judgment of said Circuit Court was *reversed*, and judgment of restitution to the possession of said land given in favor of your orator, on the 28th day of June, A. D. 1821, as by a copy from the record of said Superior Court, in the custody of the Clerk of the Supreme Court of the State of Arkansas now remaining, of the opinion and judgment of said Superior Court on said appeal, which is herewith exhibited, marked *F*, and prayed to be taken as part of this bill, will more fully appear.

Your orator further represents that after the said decision and judgment of said Superior Court, he continued in the lawful possession of all the lands aforesaid covered by said pre-emption, and to be the rightful owner of one undivided half of said claim and lands up

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to and until the 20th day of November, A. D. 1821, on which day, Henry W. Conway, Robert Crittenden, William Trimble, Robert C. Oden, Thomas P. Eskridge, and Joseph Hardin, claimed to be the owners in unequal shares, and were the reputed owners of the other undivided half of said lands and claim; and they, on that day, with your orator, established a plat of survey, laying off the whole of said lands so covered by said pre-emption claim into town lots, blocks, squares, streets, alleys, &c., and called the same "the Town of Little Rock;" and also, on the same day, executed a sealed instrument called therein a "bill of assurances," in which your orator and said other owners, makers thereof, are denominated "Owners and Proprietors of the Town of Little Rock," describing therein, to some extent, the size of blocks, squares, lots, streets, and alleys, in said town, and defining some of the rights and privileges thereafter to appertain to lot owners, dedicating certain parts of said town as squares to public use, and guaranteeing that they would cause said bill of assurances and said plat of said town to be recorded in the proper Recorder's office of said county of Pulaski; which bill of assurances being duly acknowledged by each party thereto, was accordingly recorded in said office on the sixth day of February, A. D. 1822; as by a copy of said bill of assurances from the record thereof, which is herewith exhibited marked *G*, and prayed to be taken as part of this bill, the original not being in your orator's power or possession to exhibit, will more fully appear.

Your orator further represents that when said town was surveyed and laid off as aforesaid, he, and the said other owners thereof, caused two plats of the said town to be made, duplicates and exact copies of each other, except that one thereof was, and the other was not signed by your orator and the other of said owners in the same manner as the bill of assurances; and he further represents, that the one of said plats which was so signed by said owners and himself, was, on the same when said bill of assurances was filed for record in the Recorder's office of said County of Pulaski, to wit, on the 2d day of February, A. D. 1832, put upon record in the same office by said Recorder, fastening the same in the record book of deeds in that office marked *B*, in connection with the bill of assurances aforesaid, which plat of said town so recorded became mutilated and worn, and finally unfastened from said record book *B*, and thereafter, until within the last two or three years, was kept in said office, folded within the lids of one of the record books of deeds in said office, and was then lost or mislaid, and has only recently been again found; a copy whereof, as the same now exists, mutilated, torn, and defaced, is herewith exhibited marked *G*, *G*, and prayed to be taken as part of this bill; and the other of said two original plats, not signed as aforesaid, is now in your orator's possession, but much worn, defaced, and marked, in which condition it will not last long if filed herewith, but your orator holds it subject to the order and direction of the Court, and in the place and stead thereof, your orator herewith exhibits a full and complete copy of said original

plat, so far as it extends upon and covers the lands aforesaid held by said pre-emption claim, with the same representations, lines, boundaries, streets, alleys, blocks, lots, and squares, and the same numbers, designations, letters, and identity, as the recorded original aforesaid had, contained and exhibited, which copy is marked *H*, and prayed to be taken as part of this bill.

Your orator further represents that, from and after the filing and recording the said bill of assurances and plats as aforesaid, all the lands so as aforesaid covered by said pre-emption claim, laid off and surveyed as a town as aforesaid, were generally known as and universally called and designated by the name of the "Town of Little Rock;" and the makers of said bill of assurances were thenceforth generally called and termed, collectively, " the original owners and proprietors of the Town of Little Rock."

Your orator further represents that, on the 22d day of November, A. D. 1821, he still continued to be the owner and proprietor of one undivided half, and Henry W. Conway, Robert Crittenden, William Trimble, Robert C. Oden, Thomas P. Eskridge, and Joseph Hardin, the reputed owners of the other undivided half of said pre-emption right; and the lands aforesaid claimed and covered thereby, being the whole town aforesaid, and your orator still remained entitled to the possession thereof under said decision of said Superior Court; and on the same day the defendants, Chester Ashley, Henry Elliott, Nathaniel Philburn, James De Baun, and Elias Elliott, claimed to be the owners, and were the reputed owners of the New Madrid certificates and claims aforesaid of Elcei Degaitors, Francois Lessieur, and Peter Posier, located on said lands and other lands as aforesaid; and on said 22d day of November, A. D. 1821, a compromise was made of said conflicting claims and titles, by and in accordance with which compromise your orator and said Henry W. Conway, Robert Crittenden, William Trimble, Robert C. Oden, Thomas P. Eskridge, and Joseph Hardin, owners of said pre-emption claims, made a deed of conveyance to said Chester Ashley on the day last aforesaid [a copy from the record whereof is herewith exhibited marked *K*, and prayed to be taken as a part of this bill], the original thereof not being in your orator's possession or power to exhibit; by which conveyance the said owners of said pre-emption right conveyed to said Chester Ashley, in lots, blocks, and squares, and fractional blocks and squares, about one-half part, by designated numbers, letters, and descriptions of the town aforesaid, as described and designated by said original plat and bill of assurances; by which conveyance the said Chester Ashley obtained his first lawful possession of any part of said lands.

Your orator further represents that said deed was made to said Chester Ashley alone, and not to all the alleged owners of the said New Madrid claims, because the said Chester Ashley claimed to be the attorney in fact of all the other alleged aforesaid thereof, and to be accountable to them, as their trustee, for their proper shares, to hold for their uses, and to have right to manage their claims as he

thought proper, and to take the conveyance to himself, individually; and he further represents, that the said Chester Ashley paid no other price nor consideration for said conveyance to him, or for the lots, blocks, or squares, therein mentioned; nor did the makers of said conveyance receive any other consideration therefor, other than the deeds hereafter next mentioned; and the positive and unconditional promise which the said Ashley then made, as an inducement to the execution of said conveyance to the owners of said pre-emption claim, that he would at all times vindicate and maintain the validity and lawfulness of said pre-emption right, and resist, to the utmost of his ability, all and any other title or claim that could be set up to the land covered by said pre-emption right.

Your orator further represents that on said 22d day of November, A. D. 1821, as a part of and to carry into effect said compromise, the defendant, Chester Ashley, for himself, and as attorney in fact for said Henry Elliott, Nathaniel Philbrook, James De Baun, and Elias A. Elliott, executed a deed [which was afterwards, on the 28th day of December, A. D. 1821, ratified and confirmed by a sealed instrument of writing then executed by said Chester Ashley, Henry Elliott, Nathaniel Philbrook, and James De Baun, personally], a copy from the record of which deed, and the instrument confirming and ratifying the same, is herewith exhibited marked *L*, and prayed to be taken as part of this bill, the originals thereof not being in your orator's possession or power to exhibit; by which deed, and the instrument so confirming the same, the said Chester Ashley, Henry Elliott, Nathaniel Philbrook, James De Baun, and Elias A. Elliott, as first party thereto, conveyed to your orator; and to said Henry W. Conway, Robert Crittenden, William Trimble, Robert C. Oden, and Joseph Hardin, second party thereto, the whole of the lands aforesaid covered by said pre-emption, and laid off as such town, *excepting* all the lots and blocks in said town, that day conveyed to said Chester Ashley by said deed, a copy whereof is exhibited marked *K*; by which deed and confirmation marked *L*, said grantors conveyed all their title, estate, claim, and interest, under said New Madrid claims, excepting, however, the lots and blocks so conveyed to them as aforesaid, and reserved to themselves the absolute right to remove entirely off and from said Town of Little Rock, for their own exclusive use and benefit, any one or more of said New Madrid claims; in which claims, if so removed, it was stipulated that after such removal your orator and his co-grantees should have no share or interest whatever, but they should be the exclusive property of said Ashley and his co-grantors; but that so long as said New Madrid claims and certificates should remain located as they then were, the deed and conveyance then made by said Ashley and his co-grantors, and so much of said New Madrid claims and certificates as covered said town as laid off as aforesaid, was an absolute and unconditional transfer of all the right and title of said grantors, both to the lands conveyed by said deed and to said New Madrid claims and certificates; and said Chester Ashley and his said co-grantors, by said deed covenanted to and with your

orator and his co-grantees, that they would warrant and forever defend the right and title of all the lands, rights, and privileges, by said deed conveyed to your orator and his co-grantees from and against any future claim and demand of them, the said Chester Ashley and his co-grantors, or either of them, their heirs or assigns, and from and against any title or claim of whatsoever nature derived from, through, by, or under them, with other warrants as to said New Madrid claimants.

Your orator further represents that all three of said New Madrid certificates and claims still remain located on said lands and town, precisely as they were on said 22d day of November, A. D. 1821, when said deed was made, and neither of them has ever been removed therefrom, and that the grantees in said deed, to wit, your orator and his co-grantees, or the heirs of those who are dead, still own whatever interest in said New Madrid claims was conveyed to them by said deed; and he further represents that the deeds and instruments above mentioned, contained in exhibits *K* and *L*, all refer to and fully recognize and establish the plat and bill of assurances aforesaid, and were intended to constitute one instrument of compromise, and to settle forever all the conflicting titles and claims to said town of Little Rock. That by virtue thereof the said Chester Ashley obtained his first lawful possession of the blocks and lots thereby set apart and conveyed to him, and thereafter used, sold, and disposed of the same as his absolute property. That by said deeds all the parties thereto became equally bound and liable to protect and complete the title under said pre-emption right; and it was also stipulated in and by said deed, executed by said Chester Ashley and his co-grantors to your orator and his co-grantees, part of exhibit *L*, and said Chester Ashley and his co-grantors thereby covenanted, that they would pay to the Receiver of Public Moneys for the land district of Lawrence County, so soon as the same would or could be legally received by him, one full and equal half part of the government price for all the lands embraced by the pre-emption right aforesaid, and that no forfeiture thereof should take place for want of such payment by them.

Your orator further represents that at the time of making said compromise it occurred to the parties thereto that as said township one, north of range twelve west, had not yet been proclaimed for sale by the President of the United States, nor any opportunity afforded to enter or pay for the lands covered by said pre-emption under said pre-emption right, nor was it known how long it might be before said lands would be proclaimed for sale, it was best then to determine in whose name said land should be entered, particularly as the number of owners of said pre-emption might be greatly increased by the sale of lots in the town of Little Rock, with title based on said pre-emption right; wherefore it was then verbally agreed, by all the owners of said pre-emption right and of said town of Little Rock, that said lands should be entered in the name of your orator, as he

had in possession the aforesaid sheriff's deed for all the right and title of Benjamin Murphy in said lands, and right and chain of title from said Murphy for one undivided half of said right in addition thereto; all which was agreed to in the full conviction that the deeds of compromise there made, and the deeds of division and partition into smaller shares among the owners of said lands, afterwards to be made, or deeds of sale which they might make, would carry the title of your orator to the person or persons to whom such deeds were or should be made, do justice to all concerned, and fully effectuate the objects and intentions of said compromise.

Your orator further represents that on the 26th day of November, A. D. 1821, he still continued to be the lawful owner of one undivided half, and the said Henry W. Conway, Robert Crittenden, William Trimble, Robert C. Oden, Thomas P. Eskridge, and Joseph Hardin of the other undivided half of said pre-emption claim and of said lands, except so far as they had conveyed to said Chester Ashley and his co-owners of said New Madrid claims, and also of all that part of said New Madrid claims conveyed to them by said Ashley and his co-owners thereof, as aforesaid, so that, on the said 26th day of November, 1821, your orator and said Henry W. Conway, Robert Crittenden, William Trimble, Robert C. Oden, Thomas P. Eskridge, and Joseph Hardin owned, so far as said pre-emption right and New Madrid claims could give title thereto, about one-half of said town of Little Rock undivided between them, of which half part your orator individually one equal half. That on said 26th day of November, A. D. 1821, a deed of division and partition was made between your orator of the one part, and said Conway, Crittenden, Trimble, Oden, and Hardin, and Eskridge of the other part, dividing and partitioning between said two parties, by lots and blocks, an equal share in value to each of all the portions of said town then owned by said two parties, as aforesaid, whereby was allotted to your orator his individual and divided share in said town; a copy from the record of which said deed of partition is herewith exhibited, marked *M*, and prayed to be taken as part of this bill, the original not being in your orator's possession or power to exhibit.

Your orator further represents that by authority of an act of Congress, entitled "An act authorizing the President of the United States to remove the land-office in the district of Lawrence County, in the Territory of Arkansas," approved March 2d, A. D. 1821, that land-office was in said year 1821 removed, and established at the seat of justice of Independence County, in said district and territory. That on the 13th day of June, A. D. 1823, the President of the United States advertised and proclaimed a sale of public lands lying north of the Arkansas River in said land district, including, among others, township one, north of range twelve west aforesaid, to commence and be holden at the land-office at the seat of justice in the county of Independence aforesaid, on the third Monday in October, A. D. 1823; that your orator attended at said land-office more than two weeks

before the said third Monday in October, A. D. 1823, prepared and ready to enter, and for the purpose of paying for and entering the said lands so covered by said pre-emption claim, and applied to the Register of said land-office to be allowed to make said entry two weeks before the said third Monday in October, A. D. 1823, and was then informed by said Register that it was impossible then for your orator or any other person to enter or pay for said lands, because there was no township plat in said land-office showing the quantity or number of acres which either of said fractions contained; that the quantity of said fractions was not known in that office, and consequently the price to be paid therefor could not be ascertained. And the said Register, and also the Receiver of Public Moneys at that office, then assured your orator that, as said lands could not then be entered or sold, the pre-emption aforesaid could not become forfeited until after there should be an official township plat in said Register's office, showing the quantity or number of acres contained in said fractions, so as to render an entry or sale thereof practicable; and that said lands could not be entered by or sold to any person other than the owner of said pre-emption, until they had again been advertised and offered at public sale.

Your orator further represents that about the last of the year 1824 or the first days of the year 1825, and not before, he was informed that an official plat of said township one, showing the quantity of land in each said fraction, had been received by the Register of said land-office last aforesaid, and was then properly on file in said office; whereupon your orator repaired to said land-office, and produced to the Register and Receiver thereof a certified copy from the record of the deed from Benjamin Murphy to William Trimble and Townsend Dickinson, a copy whereof is heretofore exhibited, marked *C*, the original deed (with leave to withdraw it by substituting a copy from the record thereof) from Benjamin Murphy and wife, and William Trimble, and Townsend Dickinson to your orator, a copy whereof is hereinbefore exhibited, marked *D*, and the original sheriff's deed, a copy whereof is herewith before exhibited, marked *E*, upon which evidence of title in your orator, and the personal knowledge which said Register had of the wishes of all the owners of said pre-emption right, as agreed upon at the time of the compromise, as aforesaid, whereat he was present; and as, although said land had been advertised for sale by the President of the United States, as aforesaid, no other person had claimed to own said pre-emption right, or applied, by virtue thereof, to enter the lands covered by it, as aforesaid, the said Register and Receiver, upon their last and final adjudication upon said pre-emption right, it still being within their power to decide upon and confirm or reject it, on the 10th day of January, A. D. 1825, decided that your orator, in virtue of his title thereto, had the right to enter the land aforesaid, so covered by said pre-emption right; upon which said final decision your orator, on the day last aforesaid, then applied to purchase, and did then there purchase and enter at said land-office at the

seat of justice of Independence County, to wit, at Batesville, the two fractions of land in this bill first mentioned, containing the number of acres respectively in this bill first mentioned, and then there paid to said Receiver of Public Moneys the government price therefor, and received and obtained therefor his duplicate receipts, in the ordinary form, for the purchase-money so paid, showing that he had then entered and paid for the same; which receipts are the only evidence of said purchase, or his title from the United States then received by him. Which receipts your orator afterwards placed in the hands of the defendant, Chester Ashley, at his request, and in consequence of your orator having, after said entry, sold said Ashley a large portion of his interest in said town; and although your orator specially requested said Ashley to return him said receipts, he has wholly refused to do so, and retains the same; so that your orator cannot exhibit the same, or a copy thereof.

Your orator further represents that although he entered the said lands in his own name, as had been agreed upon at the time of the compromise aforesaid by all the then owners of the said pre-emption and of said town of Little Rock, yet said entry was by him meant and intended to be, not for his own exclusive use, but for the use and benefit of all the owners of said town, according to the then existing rights of every individual therein as determined by the deeds of compromise aforesaid, and the deeds of partition and division hereinbefore and after referred to; and of all other persons who had derived or might afterwards derive title from any of said owners; and that said entry was expressly designed and intended by your orator to carry out and complete in good faith the compromise aforesaid, and was afterwards approved and acted upon accordingly for more than thirteen years, by all the owners of said pre-emption right and of said town, as being in conformity to the intentions of all parties to said deed of compromise; and that at the date of said entry your orator owned only about one-fourth of the town, and at no time afterwards claimed under said entry any larger interest in said town, and this in strict conformity with said deeds of compromise, and the deeds of partition hereinbefore and after mentioned; except by purchases by him made of other owners under said deeds of compromise and partition.

Your orator further represents that in conformity to said deed of compromise, the said Chester Ashley paid your orator, before said entry, one-half of the government price for said lands, and the said Henry W. Conway, Robert Crittenden, William Trimble, Robert C. Oden, Thomas P. Eskridge, and Joseph Hardin, paid him one-fourth of said government price, and the other fourth of said price was paid by your orator.

Your orator further represents that on the 13th day of October, A. D. 1820, the said Townsend Dickinson (to whom and to William Trimble the said Benjamin Murphy had therefore as aforesaid conveyed an undivided half of the said pre-emption right), sold and con-

veyed to the said Joseph Hardin, one undivided sixteenth part of said pre-emption right, by deed of that date, a copy from the record whereof is herewith exhibited marked *N*, and prayed to be taken as part of this bill, the original thereof not being in your orator's possession or power to exhibit; and on the 8th day of March, A. D. 1822, the said William Trimble, Robert Crittenden, Thomas P. Eskridge, Robert C. Oden, and Joseph Hardin, of the one part, and the said Henry W. Conway, of the other part, by deed of that date [a copy from the record whereof is herewith exhibited, marked *O*, and prayed to be taken as part of this bill, the original not being in the possession or power of your orator to exhibit], divided and partitioned between said two parties all the lots, blocks, and squares of land in said town, which had been divided and partitioned to said two parties jointly and collectively by the deed, a copy whereof is herewith before exhibited marked *M;* upon which partition aforesaid, last in point of time, were divided off and conveyed to said Crittenden, Trimble, Eskridge, Oden, and Hardin, among other lots and blocks the following fifteen lots in said town, to wit: Lots numbered one, two, ten, eleven, and twelve, in block numbered eight; lots numbered one and ten, in block numbered ninety-six; and lots numbered one, two, four, five, six, nine, ten, and twelve, in block numbered forty-one, in said town [which lots had among others, been partitioned to your orator and said co-owners of said pre-emption claim, by the deeds of compromise aforesaid; and to said Conway, Crittenden, Trimble, Oden, Eskridge, and Hardin, by said deed, a copy whereof is on exhibition, marked *M*].

Your orator further represents that on the 29th day of August, A. D. 1823, the said Crittenden, Trimble, Oden, and Eskridge, by deed of that date [a copy from the record whereof is herewith exhibited, marked *P*, and prayed to be taken as part of this bill, the original not being in your orator's possession or power to exhibit], partitioned and conveyed to said Joseph Hardin, as his separate divided and individual share of said town, and he accepted as his share in full, the fifteen lots last above specified, and on the 31st day of December, A. D. 1824, the said Joseph Hardin, by deed of that date [a copy from the record whereof is herewith exhibited, marked *Q*, and prayed to be taken as part of this bill, the original whereof not being in the possession or power of your orator to exhibit], sold and conveyed to your orator the whole of the fifteen lots last above described, whereby your orator became the owner of said 15 lots, in addition to his one-fourth part of said town, partitioned to him as aforesaid.

Your orator further represents that on the 2d day of January, A. D. 1823, the defendant, Chester Ashley, by deed of that date duly executed, acknowledged, and recorded, together with his wife, Mary W. W. Ashley [a copy of which deed from the record thereof is herewith exhibited marked *R*, and prayed to be taken as part of this bill, the original thereof not being in your orator's possession or power to exhibit], sold and conveyed to your orator and his heirs, by

words importing a general warranty; lots numbered one, two, and three, of block numbered eighty-one; block or half square number three hundred and fifty-four, by certain boundaries particularly set out in said deed; and a half or fractional half square of about one acre of land, designated on the original plats of said town by the letter B, all of which lands had been conveyed to said Chester Ashley, by your orator and his co-owners of said pre-emption by the deed of compromise hereinbefore referred to.

Your orator further represents that by the original entry and the various deeds aforesaid, he became and still remains the owner of the following described lands in said town, as the same are described and designated in said original plats [so far as said entry and said New Madrid claims could give title thereto], to wit: Block designated by the letter A, and fractional block designated by the letter F, conveyed to him and his co-owners by said pre-emption, upon said compromise by said deed, a copy whereof is exhibited, *L*, and to your orator by said deed of partition, a copy whereof is exhibited, *M;* half square three hundred and forty-four (344), purchased by him of said Chester Ashley; lots numbered eleven and twelve, and twenty feet in width off and from the east side of lot No. ten, in block numbered eighty, none of which lands has your orator ever sold and conveyed away; and he admits that he has heretofore sold and conveyed to different persons all and every other lots and blocks in said town, conveyed to him by the deed of partition, of which exhibit *M* is a copy, by the deed from Joseph Hardin, of which exhibit *Q* is a copy, as by the deed from Chester Ashley and wife, of which exhibit *R* is a copy.

Your orator further represents that, although he has been prevented by fraud from obtaining patents for said lands, as will be hereinafter fully stated, yet having purchased and paid for said lands to the proper officer of the Government of the United States, he has a vested right and good title in equity to said lands and was entitled to receive patents therefor, and he submits that by his aforesaid entry and purchase of said lands under and in virtue of said pre-emption right, and his payment therefor, the said lands became and were "appropriated," in the sense in which the word "appropriated" is used in said act of Congress of 12th April, 1814, 5th February, 1813, and 29th April, 1816.

And he further represents that on the 14th day of January, A. D. 1833, he, partly on his own account, and partly at the instance and request of said Chester Ashley, conveyed by deed to his excellency John Pope, as Governor of the Territory of Arkansas, and to his successors in office, for the purpose of erecting a public building at Little Rock, by authority of act of Congress, approved July 4th, 1832, for the use of the people of the Territory of Arkansas, and also for the use of the State thereafter to be formed by the admission of the people of that territory into the Union as a State; ten lots and one-half lot of land, situate in said town of Little Rock,

and being a portion of said northeast fractional quarter of section three on the south side of the Arkansas River, as the title thereto was vested in your orator by said entry and said deeds of compromise; a copy of which deed to said Governor from the record thereof, is herewith exhibited, marked *S*, and prayed to be taken as part of this bill, the original not being in the possession or power of your orator to exhibit. And the said Governor also about the same time purchased one other lot and a half lot adjoining said ten and a half lots, making, in all, twelve lots, which include the western half of block No. 80, and the east half of block No. 99, as the same are represented on the original plats of said town hereinbefore mentioned.

Your orator further represents that the defendant, Chester Ashley, was more instrumental than any other person in inducing the said Governor Pope to select, purchase, and appropriate the said lots for territorial and State purposes; for erecting thereon a State-house and other public buildings, for said territory; and he further represents that on said twelve lots and the adjoining streets, the said Governor Pope laid off a square of land which he called, and which has ever since been called "The State-house Square," and thereupon the said governor erected, with the proceeds of donations of public lands from the United States for that purpose, a large State-house, wherein the sessions of the Legislature of the State of Arkansas are now held, with a large building on either side thereof, connected therewith, in which three buildings are included, a court-room for the Circuit and District Courts of the United States for the State of Arkansas; a Court-house for the Supreme Court of the State of Arkansas; a Court-room in the Circuit and Probate and County Courts of the County of Pulaski; rooms for the clerks, sheriffs, and marshal of said courts respectively, and for the register and receiver of the land-office at Little Rock; all of which cost not less than sixty or seventy thousand dollars, proceeds of the donations aforesaid, made by the act of Congress hereinafter mentioned, to wit, An act entitled "An act granting a quantity of land to the Territory of Arkansas for the erection of a public building at the seat of government of said territory," approved March 2d, 1831. An act entitled "An act granting to the territory of Arkansas one thousand acres of land for the erection of a court-house and jail at Little Rock," approved June 15, 1832, and an act entitled "An act to authorize the Governor of the Territory of Arkansas to select ten sections of land granted to said territory for the purpose of building a legislation-house for said territory, and for other purposes," approved July 4th, 1832, and the fourth paragraph of an act entitled "An act supplementary to the act entitled 'An act for the admission of the State of Arkansas into the Union, and to provide for the due execution of the laws of the United States within the same, and for other purposes,'" approved June 23d, 1836, whereby the said State-house square became absolutely "appropriated" in the sense

aforesaid, and reserved for the use of the State and Territory of Arkansas.

Your orator further represents that after said lands had been repeatedly recognized by the Congress of the United States as forming a town, as seat of government of the territory and State of Arkansas, and as appropriated as aforesaid; and prior to the year 1838, the several owners of said town of Little Rock, under the deeds of compromise aforesaid, had sold portions of their divided shares therein to a very large number of individuals, who had built up an incorporated city on said lands, the taxable value whereof, exclusive of the public buildings, was at least seven hundred thousand dollars, and the public and private buildings wherein were worth at least four hundred thousand dollars, all erected by the general and State governments, and individuals in faith of the validity of the title to said lands obtained by your orator's entry and purchase aforesaid.

Your orator further represents that some time after the compromise aforesaid, Henry Elliott, who was a party thereto, had an interest in said lands, and a share in said New Madrid claims, and consequently an interest in the portions of said town, by said compromise conveyed to said Chester Ashley, and who was also one of the warrantors in the deed whereof exhibit *L* is a copy, departed this life; and the defendant, Roswell Beebe, afterwards intermarried with Clarissa Elliott, his daughter, and so became interested in, and part owner of said New Madrid claims, and of the share of said Henry Elliott in said town, and in the portions thereof so conveyed to said Chester Ashley; and also became bound to said warranty and covenants of said Henry Elliott, in said deed *L* contained; and both said defendants, Chester Ashley and Roswell Beebe were therefore bound in good faith and by the rules of equity, as well as of *honesty*, to sustain the validity of the title to said town under said pre-emption right, and also under said New Madrid claims so long as they remained located on said town, and they did so sustain said title, until they conceived a possibility of destroying by fraud both the titles to said, and by means of other claims securing to themselves a larger portion of said town than they had any right to hold under any of the deeds or titles aforesaid; when they combined together and proceeded to execute their fraudulent purposes in the manner now hereinafter specially mentioned.

Your orator further represents that the said Chester Ashley and Roswell Beebe for the purposes aforesaid, to defraud your orator and the numerous other persons holding rights or shares in said New Madrid claims, or in said town, or under said deeds of compromise, but most especially and particularly your orator, cast about to find some means of destroying all existing title to said lands, and procuring new titles from the Government of the United States to themselves, and finding that two persons named Jackson Crain and Joel Crain, of the county of Conway in the State of Arkansas, claimed the right as entitled to the pre-emption to certain lands in

that county, under the act of Congress entitled "An act to revive the act entitled 'An act to grant pre-emption rights to settlers on the public lands,' approved May 29, one thousand eight hundred and thirty," approved June 19th, 1834, to enter and locate elsewhere one hundred and sixty acres of land; and that one George Harris, of the same county, also claimed the right as entitled to a pre-emption to other lands in that county under the same act of June 19th, 1834, to locate elsewhere (80) eighty acres of land; which rights to locate lands elsewhere, commonly called *floats*, or *pre-emption floats*, were claimed by them under that provision of the act of Congress entitled "An act to grant pre-emption rights to settlers on the public lands," approved May 29th, 1830, whereby it was enacted that if two or more persons were settlers on the same quarter section, the same might be divided between the two first actual settlers, and in such case each of those settlers should be entitled to a pre-emption of eighty acres of land elsewhere in the same land district, so as not to interfere with other settlers having a right of preference, which act of 29th May, 1830, being revived by said act of June 29th, 1834, for two years and no longer, expired on the 19th June, 1836; and said Jackson Crain and Joel Crain and George Harris had no right to locate thereunder, in the year 1838, any lands whatever, other than those whereon by improvement and cultivation the right of pre-emption had accrued to them; but the said Ashley and Beebe finding that they did claim, or supposing they had such rights to locate, the said Beebe, in the month of May, A. D. 1838, contracted with them for the purchase of their said spurious, void, and pretended *floats*, that of said Jackson and Joel Crain for two hundred dollars, and that of said George Harris for one hundred dollars, informing them, and causing them to believe that such floats would be located on no other than unimproved public lands [as indicated by instructions from the General Land-office of 11th October, 1837]: whereupon said Jackson and Joel Crain, and said George Harris, sold said Roswell their said imaginary rights or floats, for the prices aforesaid, and authorized him to locate them.

Your orator further represents, that on the 5th day of June, A. D. 1838, the said Roswell Beebe, by a notice and argument in writing, directed and delivered to the Register and Receiver of the Land-office at Little Rock, informed said Register and Receiver of his design to locate floating pre-emption claims upon the city of Little Rock, to wit, upon the land aforesaid so entered and paid for by your orator as aforesaid [a copy of which notice and argument, the original being on file in the office of said Register] is herewith exhibited, marked *T*, and prayed to be taken as part of this bill; and your orator avers that, as will amply appear by said notice and argument, the said Roswell Beebe then had full and accurate actual notice of your orator's prior rights in and to said lands.

Your orator further represents, that on the 6th day of June, A. D. 1833, the Register and Receiver of said Land-office at Little Rock

granted and allowed to said Jackson and Joel Crain, and to said George Harris, their said two pre-emption floats, and allowed and permitted the said Roswell Beebe, as their agent, and in their names, to locate said *floats* as he wished and had applied to do; and he did accordingly on that day as such agent, and in the names of such Jackson and Joel Crain, locate their spurious float upon the northwest fractional quarter of section two, and the northeast fractional quarter of section three; and as such agent, and in the name of said George Harris, his said spurious float on the southwest fractional quarter of section two aforesaid, both and all in township one, north of range twelve west aforesaid, south of the Arkansas River, and west of the Quapaw line, being all the same lands so entered and paid for by your orator aforesaid.

Your orator further represents that, neither when said locations were made, nor at any time theretofore, had either said Jackson Crain, Joel Crain, or George Harris, nor did either of them own or pretend to claim any house, building, or improvements of any sort whatever on any part of said lands.

Your orator further represents, that immediately on said locations being made, the defendants, Chester Ashley and Roswell Beebe, sent one Joseph Henderson (then the brother-in-law of said Chester Ashley) to the said county of Conway, about fifty miles from Little Rock, to obtain deeds from the said Jackson and Joel Crain, and George Harris, instantly, for the lands so located and entered in their respective names; and on the 9th day of June, A. D. 1833, did so obtain from them the execution of papers purporting to be deeds to said Roswell Beebe for said lands, from said Jackson and Joel Crain for the lands so entered by them, described in the deed as the south fractional part of the northwest fractional quarter of section two, and the south fractional part of the northeast fractional quarter of section three, both south of the Arkansas River, and west of the Quapaw line, in township and range aforesaid; and from said George Harris, for the land so entered by him, described in said deed as the west fractional part (west of the Quapaw line) of the southwest fractional quarter of section two in the same township and range; the said Jackson and Joel Crain and George Harris still believing that they were conveying unimproved lands. For your orator avers that neither of them would have executed such deeds if they had known that they were thereby conveying to said Beebe a large city, or valuable improvements of other persons, which neither of them had ever owned or pretended to claim; and that neither of them knew or understood they had any sort of claim to said city, or any part thereof, or knew or understood the locality of the lands so conveyed, by the numbers or technical descriptions thereof, when they executed said deeds, by means of which the said Beebe, for three hundred dollars paid to them, and the government price of one dollar and twenty-five cents per acre, obtained ostensible title to a city of over

two thousand inhabitants, and half a million dollars worth of property belonging to the State of Arkansas and to individual citizens.

Your orator further represents that upon the deeds so obtained, and the two spurious floating claims aforesaid, illegally located as aforesaid, patents issued from the United States on the 25th day of September, A. D. 1839, one to said Beebe, as assignee of said Jackson and Joel Crain, for the lands so entered in their name, and the other to him as assignee of said George Harris, for the land so entered in his name; being together the whole of the exact same land so as aforesaid entered and paid for by your orator; both which patents issued contrary to law, and in consequence of mistakes as to law and fact by the officers of the General Government, by whose decision they were issued.

Your orator further represents that there was no law in force, when said spurious floats were claimed, allowed, or located, authorizing pre-emptors to locate any lands elsewhere than at their own place of improvement and cultivation; and that there never was, at any time, any law authorizing the allowance of a float for one hundred and sixty acres; and he further alleges, that the only laws which ever did authorize the location of any floats of eighty acres of land elsewhere in the same land district, also prohibited any sale or entry of lands, under the provisions concerning floats, which had been reserved for the use of the United States, or either of the several States, or reserved from sale by act of Congress, or by order of the President of the United States, or appropriated for any purpose whatsoever; so that the lands aforesaid having already been appropriated, and public buildings and a city built thereon, said locations by said floats were for this reason void.

Your orator further represents, that by an act of Congress, entitled "An Act to reorganize the General Land Office," approved July 4th, 1836, it was among other things provided, that the executive duties appertaining to the surveying and sale of the public lands should be subject to the supervision and control of the Commissioner of the General Land-office, under the direction of the President, and on the 11th day of October, A. D. 1837, the Commissioner of the General Land-office, in a circular directed to the Registers and Receivers of all the land-offices in the United States, informed those officers, as was the fact, that the President had directed that until the further action of Congress thereon, the locating of pre-emption floats of eighty acres hereinbefore spoken of, should be restricted in their location to unimproved and vacant public lands; and he therefore, by said circular, instructed them expressly not to permit the entry, by virtue of a floating right, of any tract on which there was cultivation, improvement, settlement, or occupant, unless the owner of the float should first produce to them the written consent thereto of the person or persons claiming the improvement, cultivation, settlement, or occupancy, attested by two witnesses; and he further directed them by said circular to require every person applying to

enter a tract by means of a float, before permitting the entry to file his own affidavit that the same was vacant, unimproved land, and that there was no improvement, cultivation, or occupancy thereon claimed by any person whomsoever; or, if claimed by any other person or persons, that he had the written consent *all* all persons having any such claim; which affidavit, he stated, must be corroborated in all its allegations by such substantial witnesses, who must (he said) state their means of information, as would entirely satisfy the Register and Receiver that the affidavit was true in every particular, or otherwise they should refuse to permit the entry; and your orator submits, that by the order of the President, above referred to, directing that no improved lands should be allowed to be entered by said floats, unless with the consent of the settler or occupant, was a *reservation* by him of such lands in the very meaning of that word as used in said pre-emption acts, which rendered the above-mentioned locations void and unauthorized, even if the law allowing them had not expired. For your orator avers that said Roswell Beebe made such locations not only without the consent, but greatly against the will and desire of your orator and many other persons—in fact, of nearly all the population of said city, who were occupants and settlers on, and improvers and cultivators of said lands, when his said fraudulent locations were made.

Your orator further represents that said patents were issued and granted against many other rules and regulations of the General Land-office, enforced in all other cases, and by such gross and flagrant violation of law, instructions from the Treasury Department of the United States and regulations of the General Land-office as had never accompanied and characterized the granting of any other patent by the United States on a pre-emption float, and that the issuance of said patents was obtained and procured, not only by mistake of the officers of the General Government, but by means of deception and wilfully false statements made by said Chester Ashley and Roswell Beebe to the commissioner of the General Land-office; upon which statements, believed by said commissioner, he caused said patents to be issued, at a time when, and under circumstances whereunder he would not otherwise have done so.

Your orator further represents that, although the said two patents were issued to, and in the name of said Roswell Beebe alone; and although he was the ostensible person engaged in the purchase of said claims, and the location of said lands, yet the whole of said fraud, from beginning to end, was contrived and carried on by said Chester Ashley and Roswell Beebe, jointly, for their mutual benefit, probably with the belief that the effect of the compromise aforesaid might be so avoided, and said Ashley enabled to defraud your orator and others with impunity; and he further represents that soon after the issuance of said patents, the said Roswell Beebe, by two deeds, one made on the first, and one on the second day of January, A. D. 1840, each for the consideration of one dollar only, conveyed to said

Chester Ashley more than one-half part of all the lots situate on and making part of the lands so entered and patented, a part of which lots so conveyed, the said Chester Ashley had never before owned or pretended to claim; copies of which two deeds, from the records thereof are herewith exhibited, marked respectively in the order of their dates, *U* and *V*, and prayed to be taken as part of this bill, the originals thereof not being in your orator's possession or power to exhibit.

Your orator further represents that said ten floats having been so located as aforesaid, on said city, without the knowledge or consent of the inhabitants thereof, there was occasioned when they were made known, almost universal excitement, dissatisfaction, and indignation among the citizens of said city, and manifestations of opposition thereto were made by public meeting and otherwise. In consequence whereof, the said Roswell Beebe, on the sixth day of July, A. D. 1833, executed an instrument of writing under his seal, to and with the mayor and alderman of said city of Little Rock, in behalf of said city, of the State of Arkansas, and of any person or persons who might have [in the language of said instrument] in his own right or proper and regular chain of conveyances, or conveyance, of any town lot, or lots, situate in the first original town, now city, of Little Rock, derived from, by, and under any one or more of the original owners and proprietors of said town as aforesaid, and as represented in the first original plan as then surveyed and laid off into town lots. [A copy from the record of which instrument of writing, marked *W*, is herewith exhibited, and prayed to be taken as part of this bill, the original thereof not being in your orator's possession, or power to exhibit.] The effect, meaning, and purpose of which instrument of writing was explained and asserted at the time by said Ashley and Beebe, and one or two lawyers in their interest, to be, and is believed by your orator to be, that it obliged the said Roswell Beebe, in case he should obtain patents on his locations aforesaid, to convey to every owner of a lot or lots in said city, without exception, the entire same property such person claimed and owned by title under the pre-emption right of said Benjamin Murphy, and the deeds of compromise aforesaid; and that if said Beebe obtained such patents, he was unconditionally bound to convey to every such lot owner in said city, without exception, all the title he the said Beebe should acquire by such patents to such lot or lots.

And your orator further represents that the commissioner of the General Land-office first refused to issue said patents; whereupon, under these assurances by said Ashley and Beebe, the said Ashley by great effort, and by alarming some of the property holders in said city, obtained from a considerable number of the citizens of Little Rock, their written request to the commissioner of the general land-office, to grant patents to said Beebe on his said locations; in which request a majority of the property holders, and among them your orator, were either not applied to, or refused to join; which request

said Beebe and Ashley thereupon filed in the General Land-office with a certified copy from the record of the instrument of writing to the mayor and alderman aforesaid; and in argument stated and maintained to said commissioner that upon the issuance of patents on said floats, said Beebe would be bound by said instrument of writing, to make legal titles to all the holders of any equitable interest in said city. In consequence whereof, and upon the avowed and express ground that he would be so bound, and that it was the wish of the citizens generally, said commissioner allowed said patents to issue.

Your orator further represents that although he was, when said locations were made, and thence has ever been, and still is the owner, by complete chain of title under said original owners and proprietors, of the following described parcels and lots of land in said city, as designated on the original plan thereof, to wit: Fractional blocks F and A, both of which were conveyed to him by six of the original proprietors, in November, 1821, have been ever since in his possession, or in the possession of his tenants and lessees, and on said block A there have been for many years, large and costly improvements. Lots No. 11 and 12, and twenty feet off from the east side of lot 10, in block 30, of which he has had possession for twenty years, under said original owners and proprietors; block No. 344, conveyed to him in 1823, by Chester Ashley and wife, and which has been ever since in your orator's possession, and was by said Ashley obtained from said original owners and proprietors, which block, or half square, No. 344, the said Roswell Beebe has never conveyed to said Ashley, but claims the same as his own property, because if he had done so, the title so obtained by said Ashley would have inured to your orator by law, and said Ashley and Beebe could not have contrived to defraud your orator out of said block or half square, No. 344.

Your orator further represents that, after the issuance of said patents to said Roswell Beebe, he the said Roswell caused to be made, and, on the 26th of December, 1839, recorded in the Recorder's office of said County of Pulaski, a plat acknowledged by him and authenticated, annexed to which, as a finishing part thereof, is a writing made and executed by said Chester Ashley, stating that he had examined and "approved of" the said plat; which purported to be a plat of all that part of the then city of Little Rock, which was situated upon the lands so entered and paid for by your orator. [A copy from the record of which plat, so authenticated and approved, the original being on file in said Receiver's office, is herewith exhibited, marked *X*, and prayed to be taken as part of this bill.]

And your orator represents that the said Chester Ashley and Roswell Beebe, combining together with particular interest and design to cheat and defraud your orator and others, but more particularly and especially your orator, caused their new and approved plat to differ so materially and essentially in many of its parts from said first and original recorded plat, as to abolish altogether a street called "North Street," of said town, and by giving, in many instances,

totally different numbers, marks, and designations of identity and boundary of lots and blocks, from those contained in said first original recorded plat; and particularly so in regard to a large portion of the property then and yet owned by your orator, as to render it difficult, since said original plat has been mutilated and defaced, to establish the identity and boundaries of lots conveyed by some of the ancient deeds.

Your orator further represents that in the deed from said Ashley and wife to him for said block or half square, No. 344, herewith before exhibited, the same is described as "supposed to contain about one acre of ground, be the same more or less, bounded on the north by North Street, on the south by Water Street, on the east by West Main Street, and on the west by Arch Street," which was the true description thereof, as designated by said original recorded plat and bill of assurances, and it is so shown and designated on the duplicate original plat herewith exhibited; and North Street originally, by said original plats, extended from block No. 344 to the river. But said plat of Roswell Beebe, approved by said Chester Ashley, shows no number 344, on any parcel of said land, but that parcel which was block 344 originally on the new plat, includes North Street, which is abolished and transmuted into private property, and the new block or parcel so formed is designated as No. 185.

Your orator also represents that by the same deed of Chester Ashley and wife to your orator, they also conveyed to him a parcel of land, described as follows: "One other half or fractional half square, designated on said plat of said town" [referring to said original recorded plat] "by letter B, supposed to contain about one acre of land, be the same more or less, bounded on the north by the Arkansas River, on the south by North Street, on the east by Arch Street, and on the west by Gaines Street," which was the true description thereof by said original recorded plat and bill of assurances, and it is so shown and exhibited on the duplicate original plat, a copy whereof is herewith exhibited. But said new and approved plat has thereon no square, half square, lot, block, or parcel of land, designated by letter B; but said half square, with part of North Street and other land adjoining, is on said new and approved plat formed into a block, and designated by No. 180; and your orator avers, that though he is not now the owner of said half square B, he still has an interest therein as mortgagee thereof.

Your orator further represents that block A, as designated on said original plat, whereto he obtained title, as is hereinbefore specially stated, referred to by that description in the bill of assurances aforesaid, on which he has large and costly improvements, is not to be found on said new and approved plat by any such letter or designation, but is thereon designated as block No. 186, and in utter disregard of all your orator's rights, and of said Beebe's obligations and solemn contracts, and of the implied and express obligations of said Ashley, and of all the dictates of equity and common honesty,

soon after the issuing of said patents, the said Ashley and Beebe, or one of them, demanded of your orator's tenants, in possession of said block A, possession thereof, and of your orator's improvements on the same; which not being surrendered, they, or one of them, demanded payment of the rents thereof by said tenants to them, and forbade the payment of said rents to your orator, and have since used such threats and persuasions with said tenants as to induce them to refuse, and they have for some years past refused to pay to your orator their stipulated rents; and your orator, *and your orator* charges that all said changes upon said new and approved plats, varying the descriptions, marks, numbers, letters, and boundaries aforesaid, were contrived and done by said Ashley and Beebe for the express purpose and with the intention of aiding said Ashley in avoiding responsibility, and in defeating the title conveyed by him to your orator for said parcels B and 344, and in escaping the obligations incurred by him under said compromise to complete title to your orator to said parcel A, as well as to aid said Beebe to escape the obligations incurred by him to convey said lands, by his instrument of writing, to said mayor and alderman; and that this fraudulent device constitutes a part of their whole great scheme of fraud.

Your orator further represents, that soon after the issuing of said patents, in furtherance of their joint scheme to defraud your orator, on the 23d day of March, A. D. 1840, the said Ashley and Beebe, by general warranty deed of that date, conveyed to the defendant, George C. Watkins, the whole of the fractional block above mentioned, designated by letter F, owned by your orator as aforesaid, which they did in utter disregard and direct violation of all the obligations resting upon them and each of them, as aforesaid [a copy from the record of which deed is herewith exhibited, marked *Y*, and prayed to be taken as part of this bill, the original thereof not being in your orator's power or possession]; under which deed, the said George C. Watkins took possession of said fractional block F, and has from that time to the present received, and still at this time receives to his own use, the entire rents and profits thereof.

Your orator further represents that although he still owns, in the manner specially above mentioned, lots numbered 11 and 12, and twenty feet in width off and from the east side of lot numbered 10, in block 80, by regular title from the original owners and proprietors of said town, in the year 1824, has had possession of the same for twenty years, and in the year 1840 inclosed them with a fence of posts and boards; yet, in furtherance of their joint scheme to defraud your orator, the said Roswell Beebe, on the 9th day of March, A. D. 1844, finding the defendant, George C. Watkins, willing to aid and assist him in said scheme, did convey to said George C. Watkins, by deed of that date, with covenant of general warranty, and to his heirs, the two lots and part of a lot last aforesaid, the said Beebe having thereto no title or pretence of title under said original owners and proprietors, or under the deed of compromise aforesaid, but

thereby violating all his obligations aforesaid; a copy from the record of which last mentioned deed to said George C. Watkins is herewith exhibited, marked *Z*, and prayed to be taken as part of this bill, the original thereof not being in your orator's possession or power to exhibit.

Your orator further represents that before and at the time of the receiving of said George C. Watkins of said two deeds, he, the said George C. Watkins, was well informed, and knew of the deeds of compromise hereinbefore mentioned, and from beginning to end of the resistance made to the location of the pre-emption floats aforesaid. That the said George C. Watkins has for several years been and was before said floats were located, a lawyer by profession, the partner in the practice of the law of said Chester Ashley, and occupying the same office with him. That he well knew, when said floats were located, of your orator's rights to said fractional block F, and said lots and part of a lot conveyed to him, the said Watkins, by said Beebe, and he knew when he received his deeds for said lots and part of lot that your orator had possession of them, had entered them in the year 1840, and claimed them as his own property.

And your orator further represents that after said location of said floats, in order to allay the excitement produced thereby, the said George C. Watkins gave it as his opinion as a lawyer, and stated both publicly and privately, in opposition to the written opinion of other counsel, that said instrument of writing, executed by said Beebe to the Mayor and Alderman of Little Rock, was a valid and binding instrument, made to and with competent parties, and capable of being enforced in equity against said Beebe, and an ample guarantee and assurance to every person concerned, that upon the issuance of patents to said Beebe, he would, by said instrument, become bound to convey by quit-claim deeds, to every person, without exception, interested in said city, all the lots, lands, and tenements by such person held by regular chain of title, from and under said original owners and proprietors, and that no person then owning lots in said city, under the said original claims thereto, could or would be prejudiced by the issuing of said patents to said Roswell Beebe; and so your orator avers that said George C. Watkins made his said purchase from said Ashley and Beebe, and said Beebe, of your orator's property aforesaid, in bad faith, treacherously and deceitfully, in falsification of his own previous opinions and assurances, given as aforesaid, and as well he, the said George C. Watkins, as the said Ashley and Beebe, in these their joint transactions, expressly meant and intended to wrong, injure, cheat, and defraud your orator.

Your orator further represents that the aforementioned acts of Congress, of 5th February, 1813, and 12th April, 1814, under which said Benjamin Murphy became entitled to said pre-emption right, gave to the Commissioner of the General Land Office no right or power to reverse or annul the decision of the Register and Re-

ceiver, granting a right of pre-emption thereunder; nor had said pre-emption right of said Benjamin Murphy been attempted to be reversed or annulled by any authority whatever, in June, 1833, when said pre-emption floats were located, nor for more than twelve months afterwards, and that when said pre-emption right was annulled by said Commissioner, his action was without authority of law, erroneous, even if he had authority, and procured by the fraudulent acts and false statements of said Ashley and Beebe; and he, moreover, represents that in the year 1839, while said New Madrid claims were still unremoved from said lands, the said Ashley and Beebe induced and procured said Commissioner to decide, and he did accordingly erroneously decide that the location of said New Madrid claims was illegal and unauthorized by law.

Your orator further represents that said Ashley and Beebe never had title to one-third part of said New Madrid claims, and yet to obtain said decisions of said Commissioner, they falsely represented themselves as the entire owner thereof, and of the pre-emption rights of said Benjamin Murphy; by which, and other like false and fraudulent representations made by them to said Commissioner, they procured from him the decisions aforesaid, and the issuance of the patents aforesaid.

Your orator further represents that after numerous patents had been granted by the United States, for lands south of the Arkansas, under entries made upon pre-emption rights, under the said acts of February 5th, 1813, and April 12th, 1814, and, also, under location of New Madrid claims, under said act of February 17th, 1815, yet said Commissioner of the General Land Office decided without any right or power to do so, and erroneously, that no such claims to lands south of the Arkansas River were valid, on the ground that the lands south of that river were held when said act passed, by unextinguished Quapaw Indian title, and so suspended the issuance of patents on such claims; in consequence whereof, by an act of Congress, entitled "An act to perfect the titles to lands south of the Arkansas River, held under New Madrid locations, and pre-emption rights, under the act of one thousand eight hundred and fourteen," approved March 1st, 1843, such provisions were made as that patents might have been obtained at any time after its passage, for the lands aforesaid, either under said pre-emption right of Benjamin Murphy, or under said New Madrid locations made thereon, had it not been for the fraudulent entry thereof by said Beebe, and the fraudulent procurement of the patents aforesaid.

Your orator further represents that when and before the several aforesaid fraudulent acts of Ashley, Beebe, and Watkins were contrived and done, as aforesaid, they each had full, ample, and accurate notice of all the aforesaid equitable rights of your orator under said original claims to said town and said deeds of compromise, and that they were the first persons to violate the provisions and ob-

ligations of said compromise, which every other person interested thereunder or party thereto has at all times kept in good faith.

Your orator further represents that the lots, part of lot, blocks, and squares which he now still claims and owns in said city, as aforesaid, and whereof said defendants are attempting to defraud him, as aforesaid, are now of very great value, to wit, of the value of two thousand dollars and more, current money the United States.

Wherefore your orator well hoped that said defendants would long since have relinquished and yielded up their fraudulent and unjust claim to his property aforesaid, under their fraudulent patents aforesaid, and have left him to the undisturbed and peaceable enjoyment of that which is so justly and equitably his own, and have refrained from interfering with his rights, or setting up any claim under fraudulent patents aforesaid, or at least that they would have made to him title for the lands and lots aforesaid, so owned by him in said city, as in equity and in justice they should have done. But now so it is, may it please your Honors, that the said Chester Ashley and Roswell Beebe utterly refuse to cancel and give up their fraudulent patents, and have undertaken to convey, as aforesaid, part of your orator's said property to said George C. Watkins, and to obtain possession of the residue of his property, and deprive him of the rents thereof, and have incorporated other of his property with adjoining lands, and claimed it as his own, and all said defendants utterly and absolutely refuse to convey or quit claim to your orator all or any of his property aforesaid, and assert that your orator has no title thereto, and claim the same as their own complete estate. All of which pretences, actings, and doings of said defendants are contrary to equity and good conscience, and tend manifestly to wrong, injure, oppress, and defraud your orator.

In consideration whereof, and as your orator is remediless in the premises by the rules of common law, and is relievable only in equity, to the end therefore that the said defendants may, if they can, show why your orator should not have the relief hereby prayed, and may, upon their several and respective corporal oaths *oaths*, and according to the best and utmost of their several and respective knowledge, remembrance, information, and belief, full, true, direct, and perfect anwer make to such of the several interrogatories hereinafter mentioned and set forth, as by the note hereunder written they are respectively required to answer; that is to say:—

1. Whether the said Benjamin Murphy was not entitled, as is above alleged, to a pre-emption on the lands aforesaid under the act of Congress in this bill first mentioned?

2. Whether exhibit *A* of this bill is a correct plat of the lands aforesaid and the adjoining lands thereon represented, and if not, wherein it is incorrect?

3. Whether said township One, north of Range Twelve west, was not on the 12th day of April, A. D. 1814, within the county of Arkansas, in the Territory of Missouri?

4. Whether the President of the United States did not on the 18th day of April, A. D. 1820, designate the 4th Monday of November then next, as the time for issuing patents to the soldiers of the then late army entitled to bounty lands in the land district of Lawrence county aforesaid?

5. Whether the Register of the Land-office for the land district of Lawrence county, did not give notice on the 2d day of July, A. D. 1820, by advertisement in the Arkansas Gazette, a newspaper published in Arkansas Territory, that he would be ready on the first day of August then next, to receive evidence as to such rights of pre-emption, at the court-house in said county of Lawrence, and would continue to receive and act upon such claims in conjunction with the Receiver, until the third Monday in October then next?

6. Whether the said Benjamin Murphy did not produce to said Register and Receiver, in September, 1820, at their said office, the evidence in support of his said pre-emption right, and prove the same to their satisfaction?

7. Whether said Register and Receiver did not then adjudge and decide his evidence to be sufficient, and allow and grant his said pre-emption right?

8. Whether exhibit *B* of this bill, is not a true copy of the record and proceedings of the proof and allowance of said pre-emption right before said Register and Receiver, as the same remains in the Register's office in the Batesville Land Office?

9. Whether any lands in the said Lawrence land district had been proclaimed for sale by the President, when said pre-emption was so proven and allowed?

10. Whether the said Benjamin Murphy did not sell to said William Trimble and Townsend Dickinson one undivided half of his said claim, on the 15th of September, A. D. 1820, as is above alleged?

11. Whether exhibit *C* of this bill is a true copy from the record of his deed then made, and if not, wherein is it incorrect?

12. Whether said Murphy and wife, and said Trimble and Dickinson, did not on the 6th day of October, A. D. 1820, sell and convey to your orator one undivided half of said claim?

13. Whether the several other exhibits, purporting to be copied from the records of the county of Pulaski, to wit, exhibits *D*, *E*, *G*, *K*, *L*, *M*, *N*, *O*, *P*, *Q*, *R*, *S*, *U*, *V*, *W*, *Y*, and *Z*, are true copies from said record; and if not, in what respect is either incorrect?

14. What interest in said pre-emption claim did said Benjamin Murphy still retain on the 8th day of March, A. D. 1821, and was the same then more than one-sixteenth part?

15. Did not execution issue against him on the 8th day of March, A. D. 1821, as above alleged, on the judgment in that connection above mentioned, and did not, after due cry and advertisement made, your orator purchase at sheriff's sale under said execution, and obtain the sheriff's deed for all said Murphy's remaining interest in said claim?

16. Did not your orator sell and convey to said Robert Crittenden, William Trimble, and Thomas P. Eskridge, on the 19th July, A. D. 1821, one-sixteenth part of said claim, and was not the part so sold the same interest purchased by him at said sheriff's sale?

17. Were not the three New Madrid certificates of Elias Degaitois, Francois Lessieur, and Peter Posin, each for one hundred and sixty acres of land so located, in or prior to the year 1820, as to include and cover the whole of the lands covered by said pre-emption right of said Benjamin Murphy and other lands adjoining?

18. Did not said Amos Wheeler and others, before the 25th day of June, A. D. 1821, by force and fraud, obtain actual possession of said northwest fractional quarter of said Section Two; if not, how did they obtain possession?

19. Did not your orator bring such action of forcible entry and detainer against said Amos Wheeler and others, as is above alleged, and were not such proceedings therein had, in the justices' court, and in the Circuit and Superior Courts, as above alleged?

20. Did not your orator after said decision of said Superior Court continue in the lawful possession of all the lands aforesaid, and to be the rightful owner of one-half of said pre-emption claim, until the 20th of November, A. D. 1821? And were not the said Henry W. Conway, Robert Crittenden, William Trimble, Robert C. Oden, Thomas P. Eskridge, and Joseph Hardin then the owners, or reputed and undisputed owners of the other half of said claim, in equal portions?

21. Did not your orator and said other, his co-owners, on said 20th of November, A. D. 1821, establish a plat of survey, and lay off said lands as a town aforesaid, called, as afterwards, the town of Little Rock, and then execute the bill of assurances above mentioned?

22. Did your orator and his co-owners not then cause duplicate plats of said town to be then executed, as is above alleged, one signed and the other not signed by them?

23. Were not said bill of assurances, and said original signed plat recorded in the county of Pulaski, at the time and in the manner hereinbefore alleged?

24. Whether exhibit *G*, *G* is a true copy of said original recorded signed plat, as it now exists, mutilated and defaced in the Recorder's office?

25. Whether exhibit *H* is a true, correct, and exact duplicate and copy of said original recorded plat, except the signatures, so far as relates to the lands covered by said pre-emption right; and if not, in what respect is it incorrect?

26. Were not said lands, after the filing and recording of said bill of assurances and plat, generally known as, and universally called the "Town of Little Rock," and the makers of said bill of assurances "The original owners of the town of Little Rock?"

27. Were not your orator and said Conway, Crittenden, Trimble,

Oden, Eskridge, and Hardin still the owners of said pre-emption claim, and entitled to the possession thereof, on the 22d day of November, 1821, and on the same day the said Chester Ashley, Henry Elliott, Nathaniel Philbrook, James De Baun, and Elias A. Elliott, the owners or reputed owners of said three New Madrid claims; if not, who were then the owners of each of said claims?

28. Was not the compromise above mentioned made on said 22d day of November, A. D. 1821, between the owners of said claims, in the 27th interrogatory named, by your orator and his co-owners, then executing the deed, a copy whereof is exhibit *K*, and by said Ashley, for himself, and as attorney for his co-owners, executing the deed, a copy whereof is part of exhibit *L*?

29. Was not said deed so executed by said Ashley afterwards ratified and confirmed by deed of 28th December, 1821, by said Henry Elliott, James De Baun, and Nathaniel Philbrook, as above alleged?

30. Was not said deed, whereof exhibit *K* is a copy, made to said Ashley alone, because he claimed to be the attorney in fact of the other owners of the said New Madrid claims, accountable to them as a trustee, having a right to manage their claims, and authorized to take a deed to himself alone?

31. Did said Ashley give or pay any consideration for said deed to him; and if so, what was it?

32. Did not said Chester Ashley, by said deed to him, gain his first lawful possession of any part of said lands; if not, what lands had he before then in possession, and how did he obtain it?

33. Did not said two deeds marked *K* and *L* form one transaction, and were they not intended, together, as a compromise of all claims to said lands, to wit, said two deeds, copies whereof are exhibits *K* and *L*?

34. Did not said Ashley promise as an inducement to said compromise, at or before the time it was made, in writing or orally, and which to said owners of said pre-emption claim, that he would at all times vindicate and maintain the validity and lawfulness of said pre-emption claim, and resist to the utmost of his ability, all and every other title or claim that could be set up to said lands?

35. Has either of said three New Madrid claims ever been removed from said lands, and if so, when and how?

36. Was in not at the time said compromise was made, for the reasons in that behalf above mentioned, verbally agreed among all the owners of said pre-emption right, that said lands should be entered in the name of your orator; and if not, what was the agreement in regard thereto, and by whom made?

37. Was not your orator, on the 26th day of November, 1821, still owner of one half of said pre-emption claim, and his co-owners in the 20th interrogatory mentioned, owners of the other half, subject to the rights of said Ashley, and his co-owners, of the New Madrid claims, under said compromise?

38. Did your orator and his co-owners then not divide and partition their share of said town, under said compromise, among themselves, by the deed, a copy whereof is exhibit *M*?

39. Was not the land-office, for the said district of Lawrence county, in 1821, removed and located at the seat of justice of Independence county, then or afterwards called Batesville?

40. Did not the President of the United States, on the 13th day of June, A. D. 1823, advertise and proclaim a sale of public lands south of Arkansas River, including township One north, aforesaid, to commence and be holden at the land-office, at the seat of justice of Independence county, on the 3d Monday in October, A. D. 1823?

41. Did not your orator attend at said land-office, in the last interrogatory mentioned, more than two weeks before said 3d Monday in October, A. D. 1823, prepared and ready to enter, and for the purpose of paying for and entering said lands under said pre-emption claim?

42. Did not your orator then, more than two weeks before said 3d Monday in October, 1823, apply to the Register of said land-office, to be allowed to make said entry?

43. Was he not then informed by said Register that it was impossible for him or any other person to make said entry or purchase said lands, because there was no township plat in said office, showing the quantity or numbers of acres contained in either of said fractions of land?

44. Did not the Register and Receiver of that office then assure your orator that the pre-emption aforesaid could not be forfeited so long as no plat was in said office, nor be entered by, nor sold to any other person, until they had been again advertised and offered for public sale?

45. Did not said Register and Receiver, at Batesville, on the 10th day of January, A. D. 1825, decide that your orator had the right to enter said lands, by virtue of said pre-emption right, and allow him to enter and purchase them accordingly?

46. Did not your orator then there in his own name enter, purchase, and pay for said lands, under said pre-emption right, and obtain such duplicate receipts therefor as are in that behalf above mentioned?

47. Did not your orator afterwards deliver said receipts to said Chester Ashley at his request, and because your orator had parted with most of his interest in said town?

48. Has not said Ashley since refused to redeliver said receipts to your orator, and are they not now in said Ashley's possession?

49. What is the exact language, words, letters, and figures of each of said duplicate receipts?

50. Did not your orator enter and purchase said lands in good faith to carry out and complete said compromise, and for the use and benefit of all the owners of said town, under said compromise?

51. Was not said entry approved by all the owners of said town, and acted upon by them for more than thirteen years, as being in conformity to the intentions of all the parties to said compromise?

52. Did your orator ever, at any time, claim any more or greater interest in said town than he was entitled to under said compromise, and purchased afterwards by him thereunder; or in any way violate or disregard said compromise, or invade any one's rights obtained thereunder; and if so, when and how?

53. Was not the government price for said lands paid, by said Ashley, one-half, by your orator one-fourth, and by said Conway, Crittenden, Trimble, Oden, Eskridge, and Hardin, one-fourth?

54. Did not said Townsend Dickinson, on the 13th day of October, A. D. 1820, sell and convey to said Joseph Hardin one undivided sixteenth of said claim of said Benjamin Murphy to pre-emption?

55. Did not said co-owners of your orator, in the 53d interrogatory named, on the 8th day of March, 1822, divide and partition among themselves, by deed of that date, all their portion of said town?

56. Were not lots Nos. 1, 2, 10, 11, and 12, in block 30; lots Nos. 1 and 2, in block 96; and lots Nos. 1, 2, 4, 5, 6, 9, 10, and 12, in block, No. 41, in said town, set off and conveyed to your orator and his co-owners, in the 53d interrogatory mentioned, upon and by the compromise aforesaid; and to said Robert Crittenden, William Trimble, Thomas P. Eskridge, Robert Oden, and Joseph Hardin, by the said deed of partition, in the 55th interrogatory mentioned?

57. Did not said Crittenden, Trimble, Oden, and Eskridge, convey to said Joseph Hardin, on the 29th day of August, A. D. 1823, by deed of that date, the fifteen lots in the 56th interrogatory mentioned, as separate, divided, and individual shares in said town, and did he not accept said fifteen lots as his whole share therein?

58. Did not said Joseph Hardin, on the 31st day of December, A. D. 1824, by deed of that date, convey said fifteen lots, in the 56th interrogatory mentioned, to your orator?

59. Were not lots 1, 2, and 3, of block 81, block or half square 344, and half, or fractional half square 13, conveyed to said Chester Ashley upon said compromise; and by him and his wife, on the 2d day of January, A. D. 1823, by deed of that date, with words importing covenants of general warranty, conveyed to your orator?

60. Did not your orator, by the original entry aforesaid, and the various deeds of compromise and partition aforesaid, become, and does he not still remain the owner of blocks A and F, as designated on said original plat, half square 344, lot 11 and 12, and 20 feet off and from the east side of lot 10, in block 30; and if he has ever conveyed away or parted with his title to any part of said property, when and how, and to whom was it done?

61. Did not your orator, on the 14th day of January, A. D. 1833, convey to his Excellency John Pope, as governor of the Territory of Arkansas, and to his successors, for the purpose of erecting a public

building at Little Rock, and for the use of the people of the Territory and State of Arkansas, the ten and a half lots, in said town, in that connection above mentioned, by deed of that date?

62. Did not said governor, at or about the same time, purchase one lot and a half lot, adjoining said ten and a half lots, in all, including the west half of block 80, and the east half of block 99, as designated on said original plat?

63. Was it not at the particular instance and request of said Chester Ashley that your orator conveyed part of said ten and a half lots to said governor, and was not said Ashley more instrumental than any other person in inducing said governor to select, purchase, and appropriate said twelve lots for Territorial and State purposes, to erect public buildings thereon?

64. Did not said Governor Pope, on said twelve lots and the streets adjoining, lay off a square, ever after hitherto known as, and called, "The State House Square?"

65. Did not said governor, with the proceeds of the donations in that behalf above mentioned, erect on said State House Square, or commence and carry on the erection of the public buildings in that behalf above mentioned; and at a cost of sixty or seventy thousand dollars; if not, at what cost?

66. Had there not been portions of said lands sold to a greater number of individuals prior to the year 1833, and had not an incorporated city been built there before that year, the taxable value of which was at least 700,000 dollars; and if not, what was the taxable value; and the buildings and improvements thereon were worth 400,000 dollars; and if not, of what value?

67. Had not said city been built up, and said buildings erected, and improvements made, in faith of the validity of the title to said lands under your orator's entry and purchase thereof?

68. Did not the said Henry Elliott depart this life still owning an interest in said town, under and by virtue of said compromise?

69. Did not said Roswell Beebe intermarry with Clarissa Elliott, daughter and one of the heirs of said Henry Elliott, and that too prior to the year 1833, and is she not still living?

70. Did not said Jackson Crain and Joel Crain claim a pre-emption float, as is above alleged, of 160 acres of land, and said George Harris a pre-emption float of 80 acres, each by virtue of cultivation and improvement of lands in the County of Conway, and each under the pre-emption act of the year 1834, and upon what particular state of facts did each become entitled to such floats?

71. Did not said Beebe contract with said Jackson and Joel Crain for the purchase of their float, at the price of two hundred dollars, and with said George Harris for the purchase of his float for one hundred dollars, both in the month of May, A. D. 1833?

72. Did not said Beebe, when as before contracting for said floats, induce said Crains and Harris to believe they could only be located on unimproved public lands?

73. Whether said Roswell Beebe did not, on the 5th day of June, A. D. 1833, address, direct, and deliver to the Register and Receiver at Little Rock, such notice and agreement as is in this bill before in that regard mentioned; and whether Exhibit *F* hereof is not a true copy of such notice and argument; if not, wherein is it incorrect?

74. Whether said Beebe had not, on said 5th day of June, A. D. 1833, full and accurate actual notice of your orator's prior title or claim to said lands?

75. Whether said Register and Receiver did not, on the 6th day of June, A. D. 1833, allow and permit said ten floats to be located, as is above alleged, on the land particularly above specified to have been located by each; and whether the same were not then located accordingly?

76. Whether said Jackson, or Joel Crain, or said George Harris had, when such floats were located, or theretofore, any claim or pretence of claim to any house, building, or improvements of any sort in said city of Little Rock?

77. Whether said Ashley and Beebe did not immediately after said locations send Joseph Henderson, brother-in-law of said Ashley, to said county of Conway, about fifty miles from Little Rock, to obtain deeds from said Jackson and Joel Crain, and said George Harris, for the lands so located in their names?

78. Whether deeds were not thus obtained on the 9th day of June, A. D. 1833, from said Jackson and Joel Crain, and said Harris, for the lands located in the name of each respectively, as is above alleged, the lands being described therein as is above in that respect alleged?

79. Whether said Jackson, and Joel, and said George did not still believe, when they executed said deeds, that they were conveying vacant unimproved land; or did they or either of them know or understand that they were conveying parts of the city of Little Rock?

80. Whether said Jackson, Joel, or George knew anything about the locality of the land they were conveying, by the numbers or otherwise?

81. Whether patents did not issue, in the manner above alleged on the 25th day of September, 1839, to said Beebe as assignee of Jackson and Joel, and of said George; and if not on that day, when and what are the words, letters, and figures of such patents?

82. Whether the Commissioner of the General Land-office did not, as is above alleged, issue such circular on the 11th of October, 1837, to all Registers and Receivers as above mentioned, and whether he did not therein give such directions as are above stated to have been contained in such circular?

83. Whether the President of the United States had not given the directions stated in said circular as the same are above quoted?

84. Whether the said Beebe did not make such locations without the consent and against the desire and will of your orator, and many

of the inhabitants of said city, who were occupiers and settlers on, and improvers and cultivators of parts of said lands?

85. Whether said Beebe and Ashley, or one of them, did not make or cause to be made to the Commissioner of the General Land-office false and deceptive statements to procure the issuance of said patents?

86. Whether said locations were not made, and said whole business carried on for the mutual benefit of said Ashely and Beebe, and whether they were not privately, and as to interest and concern co-operators therein?

87. Whether said locations were not made for the purpose of depriving your orator of any share in said town, and of all his interest therein?

88. Whether said locations were not made by said Beebe, and the transaction conducted in his name alone, in order to avoid the effect of said compromise, and the obligations thereunder resting on said Ashley; and if not, for what purpose, end, and object?

89. Whether said Beebe did not, by deeds of the first and third of January, A. D. 1840, convey to said Ashley more than half of all lots in said city, for the consideration of one dollar named in each deed, and was the real, true, and actual consideration of each?

90. Whether said deeds did not include lots which said Ashley never before owned or pretended to claim?

91. Whether said locations did not cause great excitement and dissatisfaction among the inhabitants of said city, and manifestations of opposition thereto by public meeting and otherwise?

92. Whether said Beebe did not in consequence thereof execute the instrument of writing to the mayor and alderman of said city above mentioned, containing the stipulations and provisions in this bill stated?

93. Whether said Ashley and Beebe, and said George C. Watkins, did not publicly and privately assert, soon after said instrument to the mayor and alderman was executed, that its meaning, intention, and legal effect was to bind said Beebe, in case he should obtain said patents, to convey to every person holding a lot or lots in said city by regular title under said original owners and proprietors, the lot or lots so held, at least by deed of quit-claim?

94. Whether said commissioner did not at first refuse to issue said patents until said Ashley obtained from a considerable number of the citizens of said city their written request that he should allow said patents to issue, and until they represented to him that they, the said Ashley amd Beebe, owned the whole of said pre-emption and New Madrid claims?

95. Whether a large number of the property holders in said city, and among them your orator, were either not requested or refused to join in said request to the commissioner, and how many of the property-holders of said city did join therein?

96. Whether said Ashley and Beebe did not file in the General

Land-office, said request, and a copy of said instrument to the mayor and alderman, and urge on the commissioner, in argument, that said Beebe would be bound thereby to make legal titles to all the holders of any equitable interest in said city?

97. Whether it was not upon the ground that said Beebe would be so bound, and that the citizens of said city generally desired said patents to issue, that the commissioner allowed them to be issued?

98. Whether said Beebe has ever conveyed to said Ashley block or half square No. 344, and why not?

99. Whether the said Roswell Beebe did not make or cause to be made, and have recorded in the Recorder's office of Pulaski county, such new and approved plat of said city as is above stated, on the 26th of December, 1839, acknowledged and authenticated by him, and approved by said Chester Ashley, by endorsement as is above stated?

100. Whether exhibit *X* hereof is not a true and exact copy of said new and approved plat; if not, wherein is it incorrect?

101. Whether said new and approved plat does not differ materially from said original plat in many of its parts, particularly in those stated in this bill; and why was it caused so to differ therefrom?

102. Whether said new plat does not differ from the old original plat as stated above in regard to block or half square No. 344, to half or fractional half square B, and to block A, as is particularly above stated, in regard to each?

103. Whether said Ashley and Beebe, or one of them, have not demanded possession of said block A, and your orator's improvements thereon from your orator's tenants, and payment of the rents thereof, and forbidden payment of said rents to your orator?

104. Whether your orator's said tenants were not in consequence of the notices and threats of said Ashley and Beebe, or one of them, refused for some years past to pay your orator any rents for said block A?

105. Whether said changes made in said new plat, and the variations thereof from the old plat in this bill mentioned, were not made by said Ashley and Beebe, or one of them, with the consent and connivance of the other, for the purpose of aiding said Ashley in avoiding responsibility, and defeating the title conveyed by him to your orator for blocks B, and 344, and escaping his obligation under said compromise to complete title in your orator to said block A; and to aid said Beebe to escape his obligations to convey said lands, incurred under his instrument of writing to said mayor and alderman; and if not, for what purpose were they so made?

106. Whether said Ashley and Beebe did not convey to said George C. Watkins, on the 23d day of March, 1840, fractional block F, aforesaid, by deed of that date; and whether said Watkins has not, from that time, had possession of said block and received the rents and profits thereof?

107. Whether said Beebe did not, on the 9th day of March, 1844,

by deed of that date, convey to said George C. Watkins lots 11 and 12, and 20 feet in width off and from the east side of lot 10 in block 80?

108. Whether your orator has not had possession of the lots and part lot in the last interrogatory mentioned for twenty years, and inclosed the same in the year 1840, with fence of posts and boards?

109. Whether said Beebe had at any time any title or pretence of title to the lots and part lot in the 107 interrogatory mentioned under the said original owners and proprietors of said town; and if so, what and how obtained?

110. Whether said George C. Watkins, before and at the time of receiving said two deeds, was not well informed and did not know of said deeds of compromise, of the resistance made to said locations of said floats, and of all the equitable rights and interests of your orator in the premises?

111. Whether said George C. Watkins was not, when said floats were located, and long before, and has not been thence to the present time a lawyer by profession in Little Rock, the partner in the law of said Chester Ashley, and occupant of the same law office with him?

112. Whether said Watkins did not know before and when he received said deeds of your orator's possession, and inclosing of said two lots and part lots conveyed to him by said Beebe's deed in the year 1844?

113. Whether said George C. Watkins did not, after said floats were located, in order to allay the excitement produced thereby, give it as his opinion as a lawyer, and state publicly and privately, in opposition to the written opinion of other counsel, that said instrument to said Mayor and Alderman was a valid and binding instrument, made to and with competent parties, and capable of being enforced in equity against said Beebe, and an ample guarantee and assurance to every person concerned or interested in said city; and whether he did not assure those interested and concerned, that upon the issuance of patents to said Beebe he would be bound by said instrument to convey by quit-claim deed to every person, without exception, interested in said city, all the lots, lands, and tenements by such person held by regular chain of title from and under said original owners and proprietors, and that no person then owning lots in said city, under said original claim thereto, could or would be prejudiced by the issuing of said patents to said Beebe?

114. Whether said grant of said pre-emption to said Benjamin Murphy did not remain wholly unreversed and unannulled when said floats were located, and for more than twelve months thereafter?

115. Whether said Ashley and Beebe did not procure the decision of said commissioner that said New Madrid claims were invalid, while they still remained located on said lands?

116. Whether said Ashley and Beebe ever had title to an interest of more than one-third of said New Madrid claims; and if more, to how much, and how was it obtained?

117. Whether they, or one of them, did not, in order to obtain said patents, represent that they owned the whole interest in said New Madrid claims and pre-emption right; and if not, what representations did they make as to their interest in said claims?

118. Whether many patents had not issued on New Madrid locations and pre-emptions under act of 1814 to lands north of the Arkansas River, before the Commissioner of the General Land-office suspended the issuance of patents on such claims, and refused to issue them?

119. Whether the ground of said commissioner's decision, as to the invalidity of such New Madrid and pre-emption locations, was not that the Quapaw title to lands north of the Arkansas River was unextinguished; and if not, what was the ground of his decision?

120. Whether said Ashley and Beebe had not, before commencing their operations as to the location of said lands by floats, full, ample, and accurate notice of all the equitable rights of your orator in this bill set forth under said original claims and compromise?

121. Whether said Ashley and Beebe were not the first persons to violate the provisions and obligations of said compromise, which every other person interested thereunder as party thereto had at all times kept in good faith?

122. Whether said Ashley and Beebe did not refuse to cancel and give up their said patents, or to convey a quit-claim to your orator the lands claimed by him as aforesaid, and whether said Watkins does not refuse to convey a quit-claim to him the lands so as aforesaid conveyed to him by said Ashley and Beebe, and by said Beebe?

123. Whether the lots and lands in this bill claimed by your orator are not now of the value of two thousand dollars or more in current money of the United States?

And that the said Ashley may be compelled to bring into Court and exhibit the duplicate receipts aforesaid, and that all said defendants may exhibit and show the nature and foundation of their claims to your orator's property; and that by decree of this Honorable Court it may be ordered, adjudged, and decreed, that said patents to said Roswell Beebe be cancelled and annulled as granted and issued on locations made without any authority of law, and obtained by mistake of the officers of the Government of the United States, and by the fraud, misrepresentation, and falsehood, of said Ashley and Beebe; and that said deeds to said Watkins be cancelled and annulled as conveying property whereto the grantors had no title, and as fraudulent and void; and that said defendants be perpetually enjoined from interfering with or disturbing your orator's possession and enjoyment of the property in, and by this his bill claimed by him; and that in the event said patents should be adjudged valid, the said deeds to said Watkins be adjudged, ordered and decreed to be cancelled, and the title to all and singular the lands, lots, and parcels of ground hereinbefore claimed by your orator as belonging to him under said original proprietors, be ordered, adjudged, and

decreed to have passed to and vested absolutely in your orator upon the issuance of said patents; and the proper defendant or defendants be ordered, adjudged, and decreed to execute to your orator proper conveyances therefor, and duly to acknowledge the same, and to deliver to your orator possession of said premises; and that your orator may have such other and further relief as the nature of his case may require, and as may be consistent with equity, may it please your Honors to grant him writ of subpœna against said defendants, Chester Ashley, Roswell Beebe, and George C. Watkins; and he will ever pray, &c. &c.

PIKE & BALDWIN,
Solicitors for Plaintiffs.

Note.

The defendant, Chester Ashley, is required to answer, of the interrogatories contained in the foregoing bill, those numbered as follows, to wit: Those numbered from 1 to 67 inclusive, 70, 71, 73, 75, 76, from 77 to 106 inclusive, 108, 114, 115 to 123 inclusive.

The defendant, Roswell Beebe, is required to answer to interrogatories numbered as follows, to wit: From 1 to 29 inclusive, 35, from 37 to 46 inclusive, 50, 51, 52, from 54 to 62 inclusive, from 64 to 109 inclusive, 114 to 123 inclusive.

The defendant, George C. Watkins, is required to answer the interrogatories numbered as follows, to wit: 93, from 106 to 113 inclusive, 122 and 123.

PIKE & BALDWIN,
Solicitors for Plaintiff.

I, David G. Baldwin, do hereby acknowledge myself security for all the costs for which the complainant may be liable in the above suit. Witness my hand and seal this 7th day of December, 1844.

D. G. BALDWIN. [SEAL.]

And on Monday, the 3d day of March, A. D. 1845, at Rules, in the Clerk's Office of the said Circuit Court of the United States, before the Clerk thereof, the following further proceedings were had, to wit:—

"WILLIAM RUSSELL, Complainant,
vs.
CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

In Chancery.

On this third day of March, A. D. 1845, it being the first Monday in said month, before the Clerk of this Court, in his office, sitting at Rules, came the said complainant, William Russell, by Pike & Baldwin his solicitors, and it appearing that the subpœna in this

case was issued out of this Court by the Clerk, in vacation, on the 7th day of December, A. D. 1844, returnable on the first Monday of February next after the issuance thereof, on which last mentioned day the said defendants, by said subpœna, were required to enter their appearance here; and it also appearing from the return of the marshal on the writ aforesaid, that said writ was duly served on the said defendants, Chester Ashley and George C. Watkins, on the 9th day of December, A. D. 1844, and on the defendant Roswell Beebe, on the 10th day of December, A. D. 1844, all in this District, and each of said defendants having heretofore wholly failed to appear, plead, answer, or demur to the said bill of complainant, filed in this cause, and the time having elapsed within which, by the rules of this Court, the said defendants can appear, without leave had for that purpose, and the defendants having failed to appear in any manner in this cause, and the said defendants having wholly failed to ask any leave or extension whatever, of time to appear to, or plead, answer, or demur to said bill of complaint:

It is therefore ordered, adjudged and decreed that the complainant's said bill of complaint, as against the said defendants, Chester Ashley, Geo. C. Watkins, and Roswell Beebe, be taken as confessed, &c.

Attest, WM. FIELD,
Clerk.

By A. H. RUTHERFORD,
D. C."

And on the first day of April, A. D. 1845, at Rules, in the Clerk's Office of the Circuit Court aforesaid, before the Clerk of said Court, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,
vs.
CHESTER ASHLEY *et al.*, Defendants.

In Chancery.

This day comes the said complainant, by Pike & Baldwin, his solicitors, and on his motion files exhibit *B* in this cause, which is noted of record.

Attest, WM. FIELD,
Clerk.

By A. H. RUTHERFORD,
D. C."

And at a Circuit Court of the United States in and for the District of Arkansas, continued and holden on the 16th day of April, A. D. 1845, present the Hon. BENJAMIN JOHNSON, Judge, the following proceedings were had, to wit:—

"WILLIAM RUSSELL, Complainant,
vs.
CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS,
Defendants.

On Bill.

This day comes the said plaintiff, by Pike & Baldwin, his solicitors, and files his motion, and moves the Court for a final decree in this case, in conformity to the prayer of said bill, upon the order heretofore entered taking said bill as confessed."

Which motion is in the following words and figures, to wit:—

"IN THE CIRCUIT COURT OF THE UNITED STATES
for the Arkansas District.

At April term, A. D. 1845.

WILLIAM RUSSELL, Pl.,
vs.
ROSWELL BEEBE, CHESTER ASHLEY, and GEORGE C. WATKINS.

And the said plaintiff comes and moves the Court here for a decree final to be entered in this case in conformity to the prayer of said bill, upon the order heretofore entered, taking said bill as confessed.

PIKE & BALDWIN,
Solicitors.

"Filed April 16, 1845.

WM. FIELD,
Clerk.

By A. H. RUTHERFORD,
D. C."

And at the same term of said Court, continued and holden as aforesaid, on the 17th day of April, A. D. 1845, present and presiding the Hon. PETER V. DANIEL, Associate Justice of the Supreme Court of the United States, present Hon. BENJ. JOHNSON, District Judge, the following further proceedings were had, to wit:—

"WILLIAM RUSSELL, Complainant,
vs.
CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS,
Defendants.

On Bill.

And now, at this day, comes the said defendants, by their solicitors, Watkins & Curran, and files their motion, and move the Court to set aside the interlocutory decree *pro confesso*, heretofore at Rule

day in the Clerk's Office, on the first Monday in March, 1845, and for leave to file their answers to said complainant's bill, upon such terms as the Court shall deem just, upon the ground that exhibit *B*, referred to in said bill, and which exhibit is important in this cause according to the allegations and interrogatories in said bill had not been filed until after said decree was entered, and the Court being satisfied in regard to the facts set forth in said motion, doth sustain the same. It is therefore ordered, adjudged, and decreed by the Court here, that said interlocutory decree be and the same is hereby set aside, the costs thereof and this motion to abide the event of this cause."

Which motion is in the following words and figures, to wit:—

"IN THE CIRCUIT COURT OF THE UNITED STATES,

In Chancery, at April term, 1845.

CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS,
advs.
WILLIAM RUSSELL.

In Chancery.

And the said defendants move the Court here to set aside the interlocutory decree entered in this case, upon the ground that a mutual exhibit *B* in said bill was not produced or filed until after said decree was entered, and for leave to file their answers to said bill in such time as the Court here shall direct.

WATKINS & CURRAN,
Sol. for Def'ts.

Filed April 17th, 1845.

WM. FIELD,
Clerk.

By A. H. RUTHERFORD, *D. C.*"

And at the same term of said Court, continued and holden, as aforesaid, on the 25th day of April, 1845, the Hon. V. Daniel, Associate Justice of the Supreme Court, presiding—

"WILLIAM RUSSELL, Complainant,
vs.
CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS,
Def'ts.

This day came the said defendants, by their solicitors, and file their motion and the affidavit of Chester Ashley to extend the time

to answer said complainant's bill of complaint until the first Monday of September next. And the Court, being well and sufficiently advised of and concerning said motion and affidavit, orders and adjudges that the time to answer be and the same is hereby extended unto the 1st Monday of September next."

Which motion and affidavit are in the following words and figures, to wit:—

"IN THE CIRCUIT COURT OF THE UNITED STATES
for the District of Arkansas.

In Chancery, at the April Term, 1845.

CHESTER ASHLEY *et al.*
advs.
WILLIAM RUSSELL.

In Chancery.

And the said defendants, Chester Ashley, and Roswell Beebe, and G. C. Watkins, the said defendants, moved the Court here to extend the time of their answering in this case until the first Monday in September next, and made the annexed affidavit.

WATKINS & CURRAN, *Sol.*

I, Chester Ashley, the above defendant, do solemnly swear that the original process in this cause was served in my absence at Washington City, and without my personal knowledge, as appears by the record. I knew nothing of the suit, or the nature of the proceedings, except in general terms by letter in February, 1845. I did not return to Arkansas from Washington City until about the fourth of April, 1845, in all convenient season after being discharged from my public duties at Washington some time about the 20th of March, 1845; and I was not concerned about answering, because I was informed, which was the fact, that exhibit *B*, referred to and made part of the bill, and about which interrogatories were to be answered, had not been filed, and was not filed until about a month after the interlocutory decree was taken, and then not upon any rule day, and without notice to affiant until a few days since. Affiant believes, and so avers the truth to be, that he cannot safely answer said bill without time to procure, from Washington City, D. C., copies of papers and documents extending through some more than 20 years past, relating to the merits of his defence in this case, in which respect said Beebe, as affiant understands and believes, stands on the same footing as this affiant; that, according to his best experience and information on the subject, affiant does not expect to be able to procure such copies and documents until the first or middle of August next, by the exercise of all reasonable diligence; that affiant believes, and so states, that

he has a full and perfect meritorious defence to this bill, and so, as he is advised, hath said Beebe and Watkins.

CHESTER ASHLEY."

Sworn to and subscribed in open Court, April 25th, 1845.

WM. FIELD,
Clerk.

By A. H. RUTHERFORD, *D. C.*

"Filed April 25, 1845.

WM. FIELD,
Clerk.

By A. H. RUTHERFORD, *D. C.*"

And at rules before the Clerk of said Circuit Court, in his office, on the first day of September, A. D. 1845, it being the first Monday of said month, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,
vs.
CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS,
Defendants.

This day came the said defendants, in their own proper person, and filed their separate answers in this cause, and certain exhibits, noted on the proper answers, were also filed, all of which are noted of the record accordingly.

Attest: WM. FIELD,
Clerk.

By A. H. RUTHERFORD, *D. C.*"

(Here follow the answers.)

IN THE CIRCUIT COURT OF THE UNITED STATES, IN CHANCERY,
sitting in and for the District of Arkansas.

WILLIAM RUSSELL, Complainant,
vs.
CHESTER ASHLEY, ROSWELL BEEBE, and GEO. C. WATKINS,
Defendants.

The separate Answer of Chester Ashley, one of the Defendants to the Bill of Complaint exhibited in said Court by Wm. Russell against Chester Ashley, Roswell Beebe, and Geo. C. Watkins.

This respondent now and at all times hereafter saving and reserving unto himself all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties, and other imperfections in said complainant's said bill of complaint contained, for

answer thereunto, or unto so much and such parts thereof as this respondent is advised is or are material or necessary for him to make answer unto—

For answer to the 1st interrogatory propounded to him by said complainant in said bill, respondent positively denies that said Benjamin Murphy was ever entitled to a right of pre-emption under any of the said acts of Congress to any one or more of the tracts of land in said bill mentioned, as is therein in that respect alleged, either in his own rights or as the representative or assignee of said Lewis or any other person whomsoever.

For answer to the second interrogatory, respondent says that he is informed, and believes it to be true, that said exhibit *A* referred to in said bill is not a correct plat of the lands mentioned in said bill, nor is it a correct copy of any of the official plats on file in any of the accredited offices of the General Government, and says that said exhibit is incorrect and defective in this, to wit:—

For answer to the 3d interrogatory, respondent says that he does not know of his own knowledge whether said township 1 north, of range 12 west, was in the county of Arkansas, in the Territory of Missouri, on the 12th day of April, A. D. 1814, or not, but believes that it was not, or, at least, that part of said township north of Arkansas was within the Indian country, and therefore not within the *and therefore not within the* bounds of any organized county, although it might have been nominally included within described limits of said county, as made by the Legislature of the Territory of Missouri; and respondent avers that, whatever might have been the nominal limits of any county by the act of a Territorial Legislature, it did not in fact, and was not intended to, include any district to which the Indian title was not extinguished. And respondent further says that township one, north of range one west, south of Arkansas River, was within the district of country ceded by the Quapaw Indians to the United States, by treaty, in August, 1818, and by the United States accepted, and is a full recognition of the rights of said Indians prior to said treaty by the United States; and further says that civil jurisdiction was not exercised in said township one north, range twelve west, south of Arkansas, by the then Territory of Missouri.

In answer to the 4th interrogatory, respondent says that he does not know that the President of the United States designated the day named in said bill of complaint as the day for the issuance of patents to the soldiers of the then late war within the district of country in that respect mentioned, and respondent says that if it was so done, it would only have applied to so much of said district as was situate north of the Arkansas River, and not to the township one, north of range one, south of said river.

For answer to the 5th interrogatory, respondent says he does not know that said Register and Receiver of Lawrence Land District gave the notice as stated, but believes they did; and if they did, it must have been and in part was applicable alone to the lands north of

the Arkansas River, as the military district did not extend north of said river.

In answer to the 6th interrogatory, respondent states that no just claim of pre-emption under the Acts of Congress of 1813, 1814, and 1816, ever existed on the lands claimed under the pretended pre-emption of Benjamin Murphy, as respondent fully believes. Respondent states that he understands and believes it to be true, that one William Lewis, in July in the year 1812, landed at the Little Rock Bluff with a sick family, at a spring on the south side of the Arkansas River, now included by the U. States surveys within the northeastern fractional quarter of sec. 3, township one, north of range twelve west, and by permision of the Quapaw Indians, then owning those lands, remained a few months in a small camp erected by him (Lewis), subsisting on the liberality of the few neighbors on the north bank of the Arkansas River, together with what he obtained from the woods by hunting; he cleared no ground (except cutting the bushes away from his camp), made no fence, planted nothing, and cultivated nothing at all, and in October of 1812 (Lewis) abandoned his camp and never afterwards inhabited the said fractional quarter for a single day prior to the 12th April, 1814, and that from some pumpkin and cucumber seeds accidentally dropped on the earth floor of the camp (the roof being removed, Lewis having given the boards to a neighbor who took them away), one or two sickly vines were found growing in the year 1813, on the site of the abandoned camp of said Lewis. And respondent states that any other or different statements of the facts in the depositions and affidavits alleged to have been filed in the Register's office of the Lawrence Land District are untrue, and long prior to 1820. Respondent believes that in 1814, the said William Lewis, without ever pretending to claim any pre-emption, or selling or pretending to sell to any one, removed out of the then Territory of Missouri to parts unknown, and respondent states that said Lewis never did apply to prove any pre-emption in his name, and never authorized any other person to do so, as respondent fully believes; and respondent further states that for anything that was known, the said Wm. Lewis was alive at the time of the attempt to prove the pre-emption at Davidsonville; therefore, he had no legal representation, and further states that so far as respondent knows or believes, the pre-emption right under the Acts of Congress of 5th Feb'y, 1813, 12th April, 1814, and 29th April, 1816, were wholly deemed personal privileges and incapable of being sold, assigned, or transferred, in any mode whatever, and further states that if the said pre-emption rights could have been sold or transferred, under any circumstances, the said Register and Receiver were not by law authorized to judge of the validity of such sales or transfers, and respondent therefore states that in his opinion the said Benjamin Murphy could not by law have applied for a pre-emption on the lands aforesaid, by virtue of any habitation and cultivation by Wm. Lewis or any other person, than his habitation and cultivation.

And respondent further states that the leaving the premises by said Lewis prior to the time of proving said pre-emption and the omission to keep a continued cultivation up to that time, forfeited any claim he might have had, as respondent believes. Respondent further states that said Murphy (or another claimant, as respondent believes him to have been the sole actor in this matter), did not and could not have shown a transfer of said pre-emption claim "from said Lewis to Elisha White, and from White's legal representatives, namely, his wife Martha White, to the (then) present claimant," nor could he have shown that "said Lewis sold said improvement to Elisha White, and that White sold to Wright Daniel, and Wright Daniel to Reuben Blunt, and Blunt to Benjamin Murphy," as is stated to have been done in exhibit *B*, appended to complainant's bill. This respondent expressly denies that any such sales did take place of said pre-emption rights, and requires the legal transfers, referred to in said exhibit *B*, to be produced, and the execution of them duly proven before this Honorable Court, and all the sales and transfers, if any; and so the said respondent states that said Benjamin Murphy did not produce to said Register and Receiver in Sept. 1820, at the land-office, the evidence in support of his said pre-emption right, and proves the same to their satisfaction: and respondent further says that the depositions of Francis Imbeau, marked *A A*, of Jacob Horlan, *B B*, Joseph Duchasin, marked *C C*, Francis Imbeau, Jr., marked *D D*, John Rylum, marked *E E*, all duly taken before a duly authorized magistrate of the County of Pulaski and the Territory of Arkansas, and all duly presented to Hantwell Burrell, then Register of the land-office of the Lawrence Land District, supposed to be revised by said Register, as will fully appear by the endorsement on the back of each in the proper hand writing of said Burrell—all of which were here made exhibits marked as aforesaid of this answer, and prayed to be taken as part thereof, and the same will be proven to them have been duly taken by the proper officer, and the presentation of the same to the said Register in such way as the said Court may direct and order, and have this appended to show that no pre-emption rightfully ever existed in said Lewis, and for no other purpose, and the sales therein spoken of is not admitted to have been valid sales, but, respondent claims, were wholly null and void.

For answer to the 7th interrogatory, respondent refers for his answer to his response to the sixth interrogatory, and states in addition that the whole subject was *coram non judice*, and that the lands obtained by virtue of the pretended pre-emption were Indian lands on the 12th April, 1814, and so decided by the Secretary of the Treasury at the head of the land department; and all the proceedings before said Register and Receiver were null and void, and so said respondent states that said Register and Receiver did not then adjudge and decide his evidence to be sufficient, and allow and grant his said pre-emption right; and further states that there was no evidence adduced to show that improvements had been extended on to the ad-

joining fractions or quarter sections, and that the said William Lewis or his legal representative was not, at the passage of the Act of Congress, in 1816, settled on said fraction to entitle him either to enter the adjoining fractions or adjoining quarter section.

For answer to the 8th interrogatory, respondent says that he does not believe exhibit *B* of this bill is a true copy of the record and proceedings and allowance of said pre-emption right, but that it is a copy of a loose memorandum only found in said office and purports on its face to show that it is not a complete and perfect record, as the depositions and affidavits are not given, and it states a falsehood in relation to the number of acres, and respondent cannot say what remains in said office of the Register at Batesville, and presumes that it is not a copy of all that remains of record there, unless the same has been fraudulently removed, as it contains no adjudication in form or substance, and is signed by no one, and bears on its face no evidence of an authentic decision, and therefore respondent does not admit, but denies that said exhibit *B* of complainant's bill is a true copy of the record and proceedings of the proof and allowance of said pre-emption right before said Register and Receiver, as the same remains in the Register's office, in the Batesville land-office.

For answer to the 9th interrogatory, respondent states that the President of the United States he knows had offered lands for sale in the Lawrence Land (office) District, prior to the time when the pretended pre-emption was paid for. Whether he had offered any prior to the 22d September, 1820, respondent does not know.

For answer to the 10th interrogatory, respondent says he does not know that said Murphy sold to William Trimble and Townsend Dickinson one undivided half of his said claim, on the 13th of September, 1820, as is alleged.

For answer to the 11th interrogatory, respondent says that he does not know whether exhibit *C* is a true copy from the record or not, but presumes it is, as it appears to be duly certified.

For answer to the 12th interrogatory, respondent says he does not know that said Murphy and wife, and said Trimble and Dickinson, did, on the 6th day of October, 1820, sell and convey to complainant the undivided one-half of his said claim.

In answer to the 13th interrogatory, respondent says he does not know that said exhibits, named in said 13th interrogatory, are correctly copied from the records; that the state of his health has prevented an examination; but he supposes them to be correctly copied, from the fact of their being certified by the proper officer.

In answer to the 14th interrogatory, respondent says that Benj. Murphy never did have any just claim to said pretended pre-emption right, on the 8th day of March, 1821, or before or afterwards, within the knowledge or belief of this respondent.

In answer to the 15th interrogatory, respondent says that he has no knowledge of the issuance of any execution against said Murphy

on the 8th day of March, 1821, as alleged, or any judgment whatever, or that any levy was ever made, or any advertisement, or any purchase made by said complainant at sheriff's sale, under said execution, or that complainant did obtain the sheriff's deed for all said Murphy's remaining interest in said claim. Respondent expressly denies that a pre-emption right was liable to the entry of the sheriff by virtue of an execution under the laws of Arkansas, when the same purports to have taken place, and expressly denies that said complainant did or could acquire any right by virtue of a sale and sheriff's deed, the whole being by law, as respondent believes, wholly void—a pre-emption right, before same is virtually entered and paid for, being a mere personal privilege, incapable of being transferred by deed, or sold under execution.

For answer to the 16th interrogatory, that he has no knowledge of the sale and conveyance to Robert Crittenden, and William Trimble, and Thomas Eskridge, on the 19th July, 1821, of one-sixteenth part of said claim, and respondent denies that said Russell purchased any interest at said sheriff's sale, as he believes such attempted sale utterly void.

For answer to the 17th interrogatory, respondent states that the three New Madrid certificates of Eloi Dejailur, Francis Lessieur, and Peter Poussin, each for one hundred and sixty acres of land, were attempted, contrary to law, to be located prior to 1820, as to include and cover the whole of the lands attempted to be covered by said pre-emption; and respondent states, that when the attempt to locate said New Madrid claims was made it was believed to have been legal; but respondent states that it subsequently appeared that these lands were within the Indian country, and not subject to the location of New Madrid claims, or liable to pre-emption; and so respondent states that the attempted location of said New Madrid claims was void, and no lands were covered by said pretended pre-emption, for the same cause. The lands in township one, north of twelve west, south of Arkansas, not being public lands within the meaning of the acts of Congress, until after the treaty with the Quapaw Indians, in 1818, as aforesaid.

In answer to the 18th interrogatory, respondent states that he reached the site on which Little Rock is built in February, 1820, and has resided here ever since, and has no knowledge of any force or fraud being used by Amos Wheeler and others before the 25th of June, 1821, or at any other time, to get possession of said north-west fractional quarter of said section, and does not believe any was used. Wheeler and others took possession peaceably of the land, no one being in possession, or having any right of possession.

In answer to the 19th interrogatory, respondent says an action of forcible entry and detainer was commenced by said complainant, before two justices of the peace, wholly under the control and influence of said complainant, and by gross fraud complainant obtained a verdict wholly contrary to law and justice, and without any legal and valid proof. That this respondent, as attorney for defendants, got

the same set aside in the Circuit Court, and the Superior reversed the decision on technical grounds, as deponent believes, and awarded the possession to complainant, without an opportunity to the defendants to show the gross frauds practised before the Justices' Court.

In answer to the 20th interrogatory, respondent states that complainant never did have possession of any of said lands, other than that awarded to him by said Court prior to the compromise of the conflicting claims on 22d Nov., 1821; after which, the said Russell, Conway, Crittenden, Trimble, Oden, Eskridge, and Hardin were the reputed owners of about one-half of said pretended claim in unequal proportions; this respondent, and all the others above named, deeming the pre-emption a valid legal title.

In answer to the 21st interrogatory, respondent states that said Russell and others, on said 20th day of November, established a plat of survey of the town, previously made by the New Madrid claimants, so far as their pretended pre-emption extended, and by respondent's assent called it the Town of Little Rock, and respondent understood they executed what was called a bill of assurances.

In answer to the 22d interrogatory, respondent has no knowledge of complainant and his pretended co-owners causing duplicate plats of said town to be then executed, as alleged, one signed, and the other not signed by them.

In answer to the 23d interrogatory, respondent believes the bill of assurances and a plat of the town were recorded in the County of Pulaski, but at what time and in what manner respondent does not know.

In answer to the 24th interrogatory, respondent says he does not know whether the fragment of the plat now in the Recorder's office of Pulaski, is part of the original or not; he believes the exhibit *G*, *G*, is a true copy of the fragments of a plat found there.

In answer to the 25th interrogatory, respondent says that he does not know whether exhibit *H* is a true, correct, and exact duplicate and copy of said original recorded plat or not, except the signatures.

In answer to the 26th interrogatory, respondent states that after the town was named Little Rock, as before stated, it was generally known and usually called the town of Little Rock, and the makers of said bill of assurances were called "the original owners and proprietors of the town of Little Rock," in common parlance.

In answer to the 27th interrogatory, respondent says that neither said complainant, nor Conway, Crittenden, Trimble, Oden, Eskridge, and Hardin, or either of them, were owners of said pre-emption claim, or of any portion thereof; that they claimed to be so wrongfully, respondent admits, and were not entitled to the possession thereof, on the 22d day of November, 1821; and on the same day, this respondent, Henry Elliott, Nathaniel Philbrook, James De Baun, and Elias A. Elliott, were the reputed owners of the said three New Madrid claims, which had been attempted to be located contrary to law, on the lands aforesaid, but were not the owners, as respondent

now believes, and no person had a just claim to said pretended pre-emption or New Madrid claims, both being totally null and void.

In answer to the 28th interrogatory, respondent states that the compromise above mentioned, made on the 22d day of November, 1824, between the pretended owners of the said pretended pre-emption, and the owners of the New Madrid claims, this respondent and others, executed a deed intended and expressly declared to warrant no other title better *better* than a complete release and quit-claim of, and warrantee against any future claim that could in any possible way come against the said reputed owners of the said pretended pre-emption, under, by, or through any one or more of the aforesaid three New Madrid certificates aforesaid; and respondent states he does not know whether exhibit *L* is a complete copy of the deed executed or not, and has no means of ascertaining.

In answer to the 29th interrogatory, respondent states that originally the deed was made to himself alone, because he would not make an equitable division among the several parties then interested, and agreeable to the conditions of the power of attorney given him, but that he became by the deed of confirmation the sole owner of the interest by virtue of said deed.

In answer to the 31st interrogatory, respondent states that the consideration for the deed aforesaid executed to him, consisted in the quit-claim executed by himself against the assertion of any claim under the three New Madrid claims, thus believing the title to said lands was quieted.

In answer to the 32d interrogatory, respondent states that he did not by said deed to him acquire the first lawful possession of said lands, or any part thereof; he became possessed of all said lands supposed to have been covered by the New Madrid claims in February, 1820, as part owner of said claims, and has continued in possession of all to the time of the compromise, except the northwest fractional quarter of section three, of which himself and others were dispossessed by the fraudulent suit of forcible entry and detainer, before stated.

In answer to the 33d interrogatory, respondent states that the two deeds did form one transaction, and were intended together as a compromise to all claims to said lands, to wit, the deed stated to have been executed by this respondent for himself, and as attorney in part, as set forth in his response to the 28th interrogatory, and that the deed set forth in exhibit *K* respondent believes to be truly set forth, and each was intended to operate as a quit-claim deed only to the other party.

In answer to the 34th interrogatory, respondent states that at the time of the compromise as aforesaid, a charge of corruption had been made against land officers for their acts in relation to this pretended pre-emption to the commission of the General Land-office, and a gross fraud against said complainant. That, on such representations, the commission of the General Land-office had ordered a reinvestigation

of said case, and that this respondent did engage to write to said commissioner (whether in writing or orally, he does not now recollect) of the General Land-office, assenting to the issuance of the patents under said pretended pre-emption, and declining to prosecute the charge of corruption further, and stated that the conflicting claims had been compromised; all of which respondent did do agreeable to his engagement, and respondent made no other or further engagement, and held out no other inducements to the said claimants of the said pretended pre-emption, and never did engage at all times, or at any time, to vindicate and maintain the validity and lawfulness of said pretended pre-emption claim, or to resist any other claims to such lands, or any other title whatever.

Yet, notwithstanding he was under no obligation to do so, by any engagement with the complainant and his co-claimants, yet he did resist to the utmost of his power, in the case of the claim of Thomas Frazier, under a similar pre-emption claim before the General Land-office. The decision of which claim against his resistance and opposition first decided the principle that vacated all right to locate New Madrid claims on established pre-emption rights north of the Arkansas River, under act of 12th April, 1814.

In answer to the 35th question, respondent states that the General Land-office has declared the attempted locations of said claims void, and from the time such decision was made, he deems the claims as not resting on said lands, and they have not been located elsewhere, because the time for location of such claims by act of Congress had expired, and therefore respondent says the claims are removed off and from said lands by the means and by the mode before stated, or neither have never been located on said lands, not being public lands within the meaning of the act of Congress.

In answer to the 36th interrogatory, respondent states that if there was any agreement, verbal or otherwise, among the claimants of the pre-emption claim, that the same should be entered in the name of the claimant at the time of the compromise, or at any other time. Respondent has no knowledge of it, and does not believe it to be so. And that any agreement was made that the pre-emption should be entered contrary to law, this respondent has no knowledge of, and does not believe that there was any agreement of the kind. It was understood at the time of the compromise, and agreed that the pre-emption title should be forfeited, as near as practicable, by said complainant, but not by fraud or contrary to law, that respondent understood or believed.

In answer to the 37th interrogatory, respondent states, neither complainant nor his co-claimants, on the 26th Nov., 1821, nor at any time before or since, were the owners of any portion of said pre-emption claim, based on the pretended habitation or cultivation of William Lewis.

In answer to the 38th interrogatory, respondent says that he has no knowledge of the divisions alleged to have been made by com-

plainant and his co-claimants, and has no knowledge of the deed referred to, and does not know that exhibit *M* is a copy thereof; he believes it to be the copy of the —— deed, because duly certified by the recorder.

In answer to the 39th interrogatory, respondent states that the land-office for the Lawrence land district was removed and located at the seat of justice of Independence County, and afterwards, respondent believes, called Batesville. This is believed to have been in 1821.

In answer to the 40th interrogatory, respondent states that he admits that the President of the United States, on the 13th of June, 1823, did advertise and proclaim a sale of public lands north of Arkansas River, including township one, north aforesaid, to commence and be holden at the land-office at the seat of justice of Independence County, on the 3d Monday in October, 1823.

In answer to the 41st interrogatory, respondent states that he does not know that complainant was at said land-office in the last interrogatory mentioned more than two weeks before said 3d Monday in October, 1823, prepared and ready to enter, and for the purpose of paying for, and entering said lands under said pre-emption claims, and therefore does not admit, but denies the same, and requires the same to be proven.

In answer to the 42d interrogatory, respondent says that he does not know that said complainant, then, more than two weeks before said 3d Monday in October, 1823, did apply to the register of said land-office, to be allowed to make said entry, and does not admit, but expressly denies that he did so, and requires the same to be proven; and that he made a tender of the purchase-money to the receiver for the entry of said land claimed under said pre-emption as he was bound to have done if he had applied lawfully for the entry thereof, and it had been refused.

In answer to the 43d interrogatory, respondent says he does not know that said register informed said complainant that it was impossible for him or any other person to make said entry or purchase said lands, because there was no township plat in said office showing the quantity or number of acres contained in either of said fractions of land, and does not believe he did so state to him; as deponent knows that, as early as 1820, there was a plat in said office showing the whole of the township one, north, 12 west, south of Arkansas, with the number of acres of each fraction, and believes the same was in said office in 1823; and respondent believes that no such statement was made by register to complainant, and requires same to be proven, or, if proven, respondent denies the truth of the statement, and avers that it formed no excuse for complainant's omitting to tender the purchase-money, as required by the regulations of the General Land-Office.

In answer to the 44th interrogatory, respondent says he does not know and does not believe that the Register and Receiver in that

office did then assure complainant that the pre-emption aforesaid could not be forfeited so long as no plat was in said office, nor be entered by nor sold to any other person until they had been again advertised and offered for further sale, as respondent states that he believes there was then a plat in said office showing the number of acres in said fractions; and respondent knows of no authority conferred on Registers and Receivers to dispense with the express provisions of law; and further states, that he fully believes all claims under said pretended pre-emption were wholly forfeited by not entering the same more than two weeks prior to the lands in said district having been offered for sale, or at least having tendered the money prior to the aforesaid time, if the land-offices refused the entry.

In answer to interrogatory 45, respondent says: That he has no knowledge of any decision made by said land-officer at Batesville, on the 10th of January, 1825, that complainant had the right to enter said lands by virtue of said pre-emption right, and does not admit, but denies, that any such decision was made; and further states, that if said pre-emption had been lawfully granted to said Benjamin Murphy (which is expressly denied to have been done), the entry of the same as a pre-emption could only have been made in the name of said Murphy; and if any sheriff's deed was produced by said complainant purporting to convey said Murphy's interest, the same was null and void, and, if ever good as a deed, could only have conveyed one-sixteenth fract. part of said pre-emption, and so respondent does not admit, but expressly denies, that said Register and Receiver suffered said Russell to enter said land under said pre-emption; and respondent further says, that township one north, 12 west, north of Arkansas, having been actually offered for sale, except the lands covered by the New Madrid claims, including the lands in question which were not offered for sale, the said claim for pre-emption was wholly forfeited, yet the said land-offices did, contrary to law and their duty, suffer said complainant to enter the said lands on said 10th of January, 1825, in his own name; and respondent further says, if said Register and Receiver did attempt to decide that said complainant had the right to enter said lands by virtue of said pre-emption right, and allow him to enter and purchase them accordingly, such decision was wholly void, they not being judges by law of the validity of transfers, the Commissioner of the General Land-Office being the sole judge; and respondent further says, that the entry was valid because the receipts given, as hereinafter shown, were not given to said complainant as assignee, and do not purport to have been given by virtue of his entry of any pre-emption, and two receipts were given for different fractions of said lands claimed to have been covered by said pretended pre-emption claim; whereas by said other rules and regulations of the General Land-office there would be but one for the entire tract covered by a pre-emption, and any other or different thereof was void.

In answer to the 46th interrogatory, respondent says that said complainant, on the said 10th January, 1825, did, in his own name,

attempt to enter, purchase and pay for said lands, and if same was done under said pretended pre-emption respondent does not know, and did obtain duplicate receipts therefor, which, on their face refer to no pre-emption claim, and are not the usual or proper receipts given under any pre-emption law, as respondent believes; respondent supposes that said complainant intended and endeavored to have such entries by virtue of said pretended pre-emption of said Murphy, and under the sheriff's deed aforesaid, in his own name, thus fraudulently inducing the land officers to decide upon the validity of such pretended transfer contrary to law, and exceeding any authority conferred on them by law or the rules and regulations of the General Land-Office; and so said respondent says, that said complainant did not enter, purchase, and pay for said lands under said pre-emption right, and obtain lawful duplicate receipts therefor.

In answer to the 47th interrogatory, respondent states that, on the 21st January, 1833, complainant delivered to this respondent the duplicate receipts he held by the attempted entry of the aforesaid lands, and gave respondent an order for the patents because he was very anxious to have the pre-emption claim finally decided and disposed of, and respondent believes that it was done at his request.

In answer to the 48th interrogatory, respondent states that, sometime in the year 1840, after the pretended pre-emption claim had been set aside, the said complainant asked for the return of said certificates, which was then refused by respondent unless the same were delivered to the land-office to be cancelled, and have the money returned under an order for that purpose given by the Commissioner of the General Land-office; they are now in respondent's possession.

In answer to the 49th interrogatory, respondent hereby furnishes the exact language, words, and letters, and figures of each of said duplicate receipts, viz:—

No. 240. *Duplicate.*

BATESVILLE, *January* 10, 1825.

Received from William Russell the sum of one hundred and nineteen $\frac{62}{100}$ dollars, being in full for free Section No. 2, Township No. 1 N., Range No. 12 West, South Arkansas River, containing $95\frac{70}{100}$ acres, at the rate of $1 25 per acre, $\$119\frac{62}{100}$.

W. NOLAND,
Receiver.

No. 241.

Received from William Russell the sum of one hundred and nineteen dollars $\frac{53\frac{1}{2}}{100}$, being in full for 1 frac. part of N. E. qu'r Section No. 3, Township No. 1 N., Range No. 12 West, south of Arkansas River, containing ninety-five $\frac{63}{100}$ acres, at the rate of $1 25 per acre, $\$119\frac{53\frac{1}{2}}{100}$.

W. NOLAND,
Receiver.

And states, that an entry under a pre-emption is an act of sale, and one certificate only could have been given by said land officers by law, and the rules and regulations of the General Land-Office; and so the respondent avers, that in his opinion the said certificates are absolutely void, as an entry under one pre-emption, if the pre-emption was valid, and if the entry could have been made in Russell's name as assignee of the pretended claimant, Murphy, the certificate not showing that it was given to him as such assignee; and as private entries the certificates were void because these lands had never been offered at public sale, being then supposed to have been covered by the said New Madrid claims as shown by the plats in said office to have been so covered.

In answer to the 50th interrogatory, respondent says: He does not admit, but expressly denies, that said complainant did enter and purchase said lands in good faith to carry out and complete said compromise, and for the use and benefit of all the owners of said town under said compromise, but expressly charges that the said entry and purchase was made in his own name by complainant in bad faith, and with a full knowledge on his part that no patent could issue to him on such entry, and with the ultimate view, as respondent believes, of having the whole pre-emption rejected and depending on the New Madrid claims for the protraction of his interest, thus to get rid of the effects of the frauds in proving said pre-emption.

In answer to the 51st interrogatory, respondent states, he does not know which of the owners for thirteen years approved of what complainant had done. Respondent for himself had never examined the subject until it was brought to his attention by the decision in the Frazier case, heretofore referred to, and had concluded that complainant would perfect his right and title agreeable to his contract, and respondent believes that all had thus confided and acted upon that confidence until the decision of the case of Frazier, as aforesaid.

In answer to the 52d interrogatory, respondent does not know that said complainant did ever at any time claim any more or greater interest in said town, than he was entitled to under said compromise, if the pre-emption had been valid, except claiming a half block of lots which had been agreed to have been appropriated to the county, on condition of erecting a court-house thereon within a limited time, which not having been complied with by the county of Pulaski, said complainant fraudulently claimed the same as his individual property, as he was informed and believes to be true, and he has no information of any other attempt to violate or disregard said compromise.

In answer to the 53d interrogatory, respondent states that he paid the one-half of the government price for said lands, and said complainant and others the residue. He does not know who they were, nor in what proportions the same was paid; and respondent

thus paid the one-half by virtue of the agreement with said complainant and others at the time of said compromise.

In answer to the 54th interrogatory, respondent states that he does not know that Townsend Dickinson, on the 13th day of October, 1820, did sell and convey to said Joseph Hardin, one undivided sixteenth of said pretended claim of pre-emption of said Benjamin Murphy.

In answer to the 55th interrogatory, respondent says he does not know that the pretended co-owners and complainant in the 53d interrogatory named, on the 8th day of March, 1822, did divide and partition among themselves, by deed of that date, all the portion claimed by them of said town.

In answer to the 56th interrogatory, respondent says that he believes the lots designated in said interrogatory were, by the compromise before stated, not conveyed to this respondent, and were, therefore, claimed by the said complainant and the other claimants of said pretended pre-emption, and were included in the quit-claim deed executed by respondent and others, as before stated. Respondent has no knowledge of the deed of partition of the lots among said pre-emption claimants.

For answer to the 57th interrogatory, respondent says he does not know that Crittenden, Trimble, Oden, and Eskridge did on the 29th of August, A. D. 1823, by deed of that date, convey the said fifteen lots, in the 56th interrogatory mentioned, as his separate, divided, and undivided share in said town, and does not know that said Hardin accepted said fifteen lots as his whole share therein.

In answer to the 58th interrogatory, respondent says he does not know that said Hardin did, on the 31st day of December, A. D. 1824, by deed of that date, convey said fifteen lots in the 56th interrogatory mentioned, to said complainant.

In answer to the 39th interrogatory, respondent states that lots one, two and three, of block 81, block in half square 344, and half a fractional half square B, were conveyed to respondent upon said compromise, and have been conveyed to some person by this respondent and wife, but to whom his papers do not show, and the deed for same to complainant is not in respondent's possession, but in complainant's, and he does not know whether the same was conveyed to complainant or not, but supposes it was.

In answer to the 64th interrogatory, respondent says that said complainant, neither by the original entry, as aforesaid, or by any of the various deeds of compromise and partition aforesaid, did become the owner, nor does he still remain the owner of block A and F, as designated on said original plat, half-square 344, lot 11 and 12 and 20 feet off and from the east side of lot 10, in block 80, and that so far as respondent knows complainant has never conveyed or parted with his pretended title to any portion; said respondent alleging as he has done in answer to previous interrogatories, that the pre-emption and New Madrid claims were both wholly null and void,

and complainant never acquired title to any portion of said town by means of the pre-emption so claimed as aforesaid, or any deed of compromise or partition.

In answer to 61st interrogatory, respondent states that he believes the said complainant, on the 14th of January, 1833, did make a deed attempting to convey to His Excellency John Pope, as Governor of the Territory of Arkansas, and to his successors, for the purpose of erecting a public building at Little Rock, and for the use of the people, and Territory, and State of Arkansas the ten and one-half lots in said town in that connection above mentioned, by deed of that date.

In answer to the 62d interrogatory, respondent states that said Governor, at or about the same time, did purchase one other lot and a half-lot, in all including the west half of block 80, and the east half of block 99, as designated in the original plat for the same purpose, by all of which attempted purchases the said Governor no little, as respondent believes.

In answer to the 67th interrogatory, respondent states that the city had been built up, and said buildings erected and improvements made in faith of the validity of the title to the land under the supposed pre-emption and New Madrid claims, but principally from the supposed responsibility of the complainant and this respondent, each of whom gave warranty titles for lots sold.

In answer to the 68th interrogatory, respondent states that Henry Elliott did not depart this life still owning an interest in said town under and by virtue of said compromise.

In answer to the 69th interrogatory, respondent states that Roswell Beebe did intermarry with Carissa Elliott, daughter, and one of the heirs of said Henry Elliott, deceased, prior to the year 1838, and she is still living.

In answer to the 63d interrogatory, respondent says that he was the agent for Governor Pope in procuring the title to the lands aforesaid for a site for the public buildings, and as such agent he called on said complainant, and requested conveyance of said lots, and for which said complainant a considerable sum, the precise amount respondent does not now recollect, and that he had no other concern in the matter than as the agent of said Gov. Pope; and further states that the retention of said lots for the public buildings was made by said Governor, against the wishes and judgment of this respondent, and his oft repeated remonstrances.

In answer to the 64th interrogatory, respondent states that Governor Pope did, on said lots, and the intervening street adjoining, lay off a square, ever after and hitherto known as, and called the "State House Square," 300 feet each side, throwing off 30 feet from the ends of each of the lots towards forming a street on the east and west sides of said square, in lieu of the street occupied as part of said square.

In answer to the 65th interrogatory, respondent states that Go-

vernor Pope, with the proceeds of donations in that behalf above mentioned (principally did erect on said State House Square, the public buildings in that behalf above mentioned), and at a cost of some fifty or sixty thousand dollars, the precise amount respondent does not know.

In answer to the 67th interrogatory, respondent states that there had been portions of said lands sold to many individuals prior to the year 1838, and an unincorporated city had been built there before that year, the taxable value of which respondent does not know; supposes it to have been two or three hundred thousand dollars, estimating the lots at the prices then asked for them, and the value of the buildings respondent should estimate at 100,000 dollars.

In answer to the 70th interrogatory, respondent says that Jackson Crain and Joel Crain were both settled on and occupied the same quarter section of land within the district of lands subject to sale at Little Rock, to the southwest fractional quarter of section 28 in T. 6 north, range 15 west, containing $127\frac{49}{100}$, and that, by virtue of such settlement, cultivation, and occupation, they were both entitled to a right of pre-emption to said quarter section of land under the act of Congress approved June 19th, 1834, which revived the act of Congress approved 29th of May, 1830, and therewith the act supplemental thereto approved July 14th, 1832, and that therefore, in consequence of said conflicting claims to said quarter section, they were, by virtue of the provisions of said several acts of Congress, each entitled to a pre-emption right of eighty acres of land elsewhere in said land district, so as not to interfere, in the location thereof, with other settlers having a right of pre-emption; which pre-emption claims said Jackson Crain and Joel Crain were authorized by law to prove up and establish before the Register and Receiver of said land-office, within one year after the surveys were made and the township plat returned to said Register's office, and to enter the same, provided said lands had not previously been proclaimed for sale. And respondent further says that both the pre-emption and floating pre-emption claims of said Jackson Crain and Joel Crain were proved up and established before such Register and Receiver of said land-office district, and entered and located before the lands so occupied by them had been proclaimed or offered for sale, and within the period of one year from the time surveys thereof were made and the plat of said township 6 N., R. 15 west was returned to and filed in said Register's office; and, after said pre-emptions were so established before said Register and Receiver, permitted and allowed said Jackson to enter one-half of said quarter section of land, and said Joel to enter the remainder thereof, and decided and determined that each of said pre-emptioners were entitled to a pre-emption of eighty acres of land elsewhere, as aforesaid.

Respondent, further answering, says that said George Harris and Samuel Plummer, being the two first actual settlers, and being both entitled to a right of pre-emption upon the same quarter section of

land within the district of lands subject to sale and entry at the land-office at Little Rock, to wit, the S. W. fractional qr. of section 18, T. 6 N., R. 15 W., containing $157\frac{5}{100}$ acres, and having proved up and established their respective rights to a pre-emption upon said quarter section before and to the satisfaction of said Register and Receiver, before said last-mentioned quarter section was proclaimed for sale, and within the period of one year from the time the surveys thereof were made and the plat of said T. 6 N., R. 15 W. was returned to and filed in said Register's office, said Harris and Plummer thereby, under and by virtue of the said act of Congress approved June 19th, 1834, which revived the act of Congress approved 29th May, 1830, and therewith the act supplemental thereto approved 14th July, 1832, each became entitled to a pre-emption of eighty acres of land elsewhere in said land-district, so as not to interfere with any other settlers having a right of preference.

And so this respondent admits that said Jackson and Joel were lawfully entitled to a pre-emption float of 160 acres of land, and said George Harris to a pre-emption of 80 acres of land, each by virtue of improvement and cultivation of lands in the county of Conway, within the land-district aforesaid, under the said acts of Congress heretofore referred to, and that they became so entitled upon the state of facts and under the circumstances herein above stated and set forth.

For answer to the 71st interrogatory, respondent says that some time about the month of May, 1838, said Beebe contracted for and purchased, through an agent, the said floating pre-emption claims of said Jackson Crain, Joel Crain, and George Harris, for which he paid said Jackson and Joel the sum of , and said George the sum of ; that said Jackson, Joel, and George each entered into and executed to said Beebe an instrument of writing (as was usual and customary in purchasing such claims) whereby they bound and obligated themselves to prove up and establish, at the then land-office in Little Rock, said pre-emption claims as soon as practicable after the plat of the township in which the lands upon which said pre-emption rights were claimed should be placed in the Register's office at Little Rock, and also thereby agreed to sign, seal, execute, and deliver to said Beebe full warranty deeds in fee simple for all the lands which might thereafter be located or entered, with their said respective floating pre-emption claims, so soon as the lands should be designated by the location and entry thereof, and upon the performance of which said Beebe was to pay the said sums of money, and not before. Respondent positively denies that Beebe ever made or caused to be made any such statements or assurances as might or did in any manner induce said Jackson, Joel, and George, or either of them, to believe for a moment that said floats could only be located on unimproved land, as respondent believes and says that he does not think or believe said Beebe had any conversation with them, or either of them, in regard to the kind of lands upon which said floats could be located, whether improved or unimproved,

nor does he believe that any conversation was had upon that subject, or that they, or either of them, ever intimated such an idea to the said Beebe, as it was a matter totally immaterial to them upon what lands said floats were located. That said Jackson, Joel, and George secured or were to receive so much for their said claims from this respondent as such claims were selling for, and it was wholly unnecessary that respondent should make any representations whatever in relation to the object for which he wanted them, for the purpose of inducing said claimants to sell.

For answer to the 43d interrogatory, respondent admits that, on the 5th day of June, 1838, said Beebe addressed, directed, and delivered to the Register and Receiver at Little Rock a notice and argument similar to the one referred to in said bill as exhibit *T;* says that he does not know, but, from the fact that said exhibit *T* is certified by the proper officer, presumes that the same is a true copy of the original.

For answer to the 75th interrogatory, respondent says that, on the 6th day of June, 1838, the Register and Receiver of said land-office at Little Rock granted and allowed to said Jackson and Joel Crain, and to said Harris, their said pre-emption floats, and allowed and permitted said Beebe, as their agent, and in their names, to locate the same as he wished and desired to do; and that said Beebe did accordingly, on that day, as said agent, and in the names of said Jackson and Joel Crain, locate the said pre-emption floats upon the said northwest fractional quarter of section two and the northeast fractional quarter of section three, and, in the name of said George Harris, locate his said pre-emption float on the northwest fractional quarter of section two aforesaid, all in township one north of range twelve west, and west of the Quapau line.

In answer to the 76th interrogatory, respondent says he does not believe that either said Jackson, Joel, or George, at the time said locations were made, or at any time before, had ever pretended to have any claim to any house, building, or improvement whatever, on any part of said lands.

In answer to the 77th and 78th interrogatories, respondent states that, shortly after said locations were made, Beebe and himself employed said Joseph Henderson, the brother-in-law of said Ashley, to go to the residences of said Jackson, and Joel, and George, in Conway County, for the purpose of procuring from them deeds for the lands so located in their names by virtue of said floating pre-emption claim, according to the conditions and stipulations contained in the said obligations entered into by them respectively at the time the purchase was made of their respective floating claims, as was usual in such cases, as deeds could not be executed for any specific lands until after the locations; and that regular and proper deeds were respectively made, voluntarily signed and acknowledged, and delivered by said Jackson, and Joel, and George Harris to said Beebe, on or about the 9th day of June, 1838, in conformity with the obligations

so entered into by them at the time said Beebe purchased said claims of floating right from them respectively, for the lands that had been located in their names respectively; true copies of which deeds, as respondent believes, are filed with the answer of said Roswell Beebe, and marked as exhibit No. 1, and prayed to be taken as part of this answer; the original being now in possession of said Beebe, and ready to be produced and proven, as this honorable Court may direct.

In answer to the 79th and 80th interrogatories, respondent says he does not know anything as to the belief of said Jackson, Joel, and George at the time they executed said deeds to Roswell Beebe, and has reason to believe that they did know what particular lands they were conveying, as said lands were fully described in the deeds and in the Receiver's receipt then shown to them as the proper evidence to show what lands had been located. Respondent believes they did know that said lands were improved, and that the floats were laid on the part of the city of Little Rock to secure the title to the same.

Respondent further says that he understands and believes they were fully informed of the object for which the claims were purchased, and, although it was not otherwise of interest to them than mere curiosity, on inquiry by one or all of them, they were told by said Henderson, as this respondent has understood and believed; and respondent further says it is wholly immaterial whether they were or were not told what lands had been located, as neither of them had the smallest interest where or on what lands their respective claims were located, or the particular value or locality of the land located, or whether improved or not, as they had sold and conveyed to said Beebe all their interest in said pre-emption floats for a valuable consideration (being the highest price given by any one for said claims of floating pre-emption) previous to the locations thereof, and were bound by their obligations to convey to said Beebe whatever land he might choose to locate with the same; and that this respondent never made or caused to be made, nor authorized said Henderson to make, nor does he believe said Henderson did make, any false or improper statements for the purpose of inducing said Jackson, Joel, and George, or either, to execute said deeds, and that, if any such representations were made by said Henderson, they were wholly unauthorized by said respondent; that the whole transaction with said Jackson, Joel, and George was open, fair, and regular, and conducted precisely as respondent had managed all other floating pre-emption claims, of which he had at different times purchased several of different persons, and would probably never have thought of the transaction as other than a fair, *bona fide* one, or the fault of said Beebe and respondent if they have since done so, which respondent does not believe. Respondent states that complainant, in the fall of the year 1840, spent several weeks at their residences, or in that vicinity, endeavoring to induce said Joel, Jackson, and George, by his false and fraudulent representations, to furnish him the means of endeavoring to set aside their respective conveyances so made for a valuable consideration, as

aforesaid, to said Beebe, for the lands located with their respective floating pre-emption claims, and falsely represented that they respectively had no interest in the lands so located, as aforesaid, and conveyed by them respectively more than two years previous; and to induce them, by his false and fraudulent representations, to take such steps as he might suggest to set aside their solemn conveyances made to said Beebe in good faith, and for a fair and valuable consideration, and that said complainant so far succeeded in his fraudulent scheme as to induce said Harris to execute to one George C. Meyer, on the 9th day of October, A. D. 1840, an instrument of writing purporting to convey away, in a fraudulent manner, to said Meyer, for the uses, purposes, and benefits of said complainant, the same tracts of lands which had been previously located, as aforesaid, with his said floating right, as will more fully and at large appear by a certified copy of said conveyance to said Meyer, filed with the answer of said Beebe, and marked No. 2, and prayed to be taken as a part hereof; the original not being in the possession or under the control of respondent.

Respondent further says that, although said conveyance was made to said Mayler, it was procured by said complainant for his own use and benefit, and he used the name of Meyer, without authority, for fraudulent purposes; and respondent has been informed, and believes it to be true, that said complainant, for the purpose of inducing said Harris to execute said conveyance to said Meyler, gave said Harris a bond conditioned that he would indemnify him against the consequences of his said fraudulent act in so executing said conveyance.

For answer to the 81st interrogatory, respondent says that upon said deeds, and the ten floating claims so located as aforesaid, patents issued from the United States on the 25th day of September, A. D. 1839, one to Roswell Beebe, as assignee of said Jackson and Joel, for the land so located in their names, and the other to said Beebe as assignee of said George, for the lands so located and entered in his name; two copies of which patents were filed with the answer of said Beebe, the former marked as exhibit No. 4, and the latter as exhibit No. 5, and prayed to be taken as part of this answer, the originals of which are in possession of said Roswell Beebe, and held subject to the order of this court; and respondent further states that by virtue of said patents the title to said several tracts of land is absolutely vested in said Beebe, and respondent denies that said patents were issued in consequence of any mistake either as to law or fact by the officers of the General Government, or that respondent or Beebe, as he believes, were guilty of any fraud or fraudulent representations in procuring said patents.

In answer to the 82d and 83d interrogatory, respondent says that it is true that the Commissioner of the General Land-office issued the circular letter of the 11th October, 1837, and caused the same to be transmitted to the Register and Receiver of the several land districts, and that it is also true that the President of the United States gave

said commissioner the directions stated in said circular letter in relation to the location of floating pre-emption rights of eighty acres of land. But this respondent insists, that said directions so given in relation to the location of floating rights on unimproved lands were unauthorized by, and contrary to law, and therefore void, and so determined to be by the Attorney-General of the United States.

In answer to the 84th interrogatory, respondent says that when the location of said floating pre-emptions was made, he, the respondent did not, nor did said Beebe, as he believes, consult with, or ask the permission of said complainant, or of any of the inhabitants of said city, referred to by said complainant; nor did this respondent or Beebe, so far as he knows or believes, have any conversation with said complainant, or said inhabitants, so referred to by him, prior to said location, upon that subject, so far as he recollects; nor did he deem it incumbent or necessary for him or said Beebe, to have done so; and respondent further says that shortly after the location as aforesaid, he requested William E. Woodruff, the then agent of said complainant, to notify said complainant of what had been done; and respondent further says, that he is informed by said Woodruff, that he did go, and secured an acknowledgment of said complainant's having received said notice.

In answer to the 85th interrogatory, respondent denies that he made, or caused to be made, any false or deceptive statements to the Commissioner of the General Land-office to procure the issuance of the patents, and does not believe that said Beebe ever did.

In answer to the 86th interrogatory, respondent states that said locations were made for the mutual benefit of said Beebe and respondent, except so far as innocent purchasers of lots were concerned, who were, by the agreement between said Beebe and this respondent to have their property conveyed to them, except the original proprietors, and that the said Beebe and respondent were not partially but publicly co-operative therein.

In answer to the 87th interrogatory, respondent denies that said locations were made for the purpose of defrauding or depriving said complainant of any share in said town, or of his interest therein; and respondent denies that said complainant, at the time of the location as aforesaid, had any share or interest in said town.

In answer to the 88th interrogatory, respondent denies that said locations were made, and the transactions conducted in the name of said Beebe, in order to avoid the effects of said alleged deed of compromise, and the obligations thereunder resting on said respondent, as this respondent did not then, and does not now, believe that any obligation under said compromise or otherwise to said pre-emption claimants rested on him other than those he had previously discharged, and that he was never bound by any obligation to said pre-emption claimants to assume the title to said lands only as against any claim under the said heretofore described New Madrid claims. This respondent further states the principal reason of the location

having been made in the name of said Beebe was, because respondent was then claimed to be one of the owners of the New Madrid claims, and it was thought that if the title to said property would not be quieted and secured by said floats by the adjudication of the Commissioner of the General Land-office, that it might be thro' the intervention of the courts in deciding between the New Madrid claims and said floating rights.

In answer to the 89th interrogatory, respondent says that by the deeds of conveyance from said Beebe to this respondent of the first and third of January, A. D. 1840, he did convey to this respondent more than half of the lots in said city of Little Rock, for the consideration of one dollar, stated in each deed, but the same was done in *puut obit*, one of the obligations entered into between said Beebe and this respondent, before the purchase and location of said floats.

In answer to the 90th interrogatory, respondent states that no other lots were conveyed to this respondent, other than those he had previously claimed by said deeds, and not all of them; some few were omitted.

In answer to the 91st and 92d interrogatories, respondent says that the locations did not cause great excitement and dissatisfaction among the inhabitants of said city, and manifestations of opposition thereto by public meetings or otherwise generally. There was a small number who had scarcely any interest in property in the city, who endeavored in vain to produce excitements, and did call one or two public meetings of the citizens, which were very thinly attended, and that the mass of the property holders and citizens were fully satisfied with said locations at the very time the few were endeavoring to produce an excitement; and respondent further says that said Beebe executed the instrument of writing (after this respondent had left the State, and without consultation with this respondent) referred to in said 92d interrogatory, and as there was no excitement when he left the State, he does not presume such to have been the cause, and believes no such mob induced the execution of said covenant.

In answer to the 93d interrogatory, respondent states that he did not return to Little Rock, from the Atlantic States, until December, 1838, and never saw the said instrument of writing to the Mayor and Alderman of Little Rock, prior to his return as he believes, and that his assurances to all were that said Beebe would comply with his covenant to the Mayor and Alderman, and that respondent would guarantee his performance. That respondent expressed any opinion about the legal validity of said instrument, he does not now recollect, and if he had done so, does not admit that it would have had any effect whatever.

In answer to the 94th interrogatory, respondent denies that said commissioner at first refused to issue said patents for the reasons stated in said bill, but says that he is informed, and believes it true, that the commissioner at first, on the application of the counsel of

some of the persons who claimed adversely to said locations made as aforesaid by said Beebe, suspended the application of said Beebe for patents, in order that the said adverse claimants might have an opportunity of procuring additional evidence, and the whole matter was accordingly transmitted to said land-officers at Little Rock, with instructions to take such additional testimony as might be produced by any of the claimants to said lands, or any part thereof; and, after the report of the said district land-officers upon said instruction. The application of said Beebe was taken up and decided by said commissioner. Respondent denies that he ever represented himself and Beebe as the owners of the whole of said pretended pre-emption and New Madrid claims, or either of them, and says if any such representations were made by any other person, they were wholly unauthorized, and respondent does not believe that any such representations were made by any one.

In answer to the 95th interrogatory, respondent states that efforts having been made, as he understood, to impose upon the Commissioner of the General Land-office the belief that the mass of the property-holders in Little Rock were opposed to the issuance of the patents to said Beebe on said locations, this respondent called on nearly all the property-holders to express their wishes on the subject to the Commissioner, and so far as he now recollects every one thus called upon did give a written request to the Commissioner to issue the patents on the locations aforesaid to said Beebe. Respondent did not call on said complainant for the reason that he had written a letter to the Commissioner in relation to said locations, filled with falsehood, scurrility, and slander. Respondent further says that he called upon nearly all the supposed property-holders of the city of Little Rock; some few he omitted because they had taken an active part in endeavoring to produce an excitement, and some few others with whom he was not on terms of personal intercourse; but respondent states that nearly all did join in said request.

In answer to the 96th interrogatory, respondent says that the requests for the issuance of the patents obtained by him as stated in his response to the 95th interrogatory, he transmitted to be filed in the General Land-Office, and believes they were filed, and denies that said Beebe, or this respondent, filed a copy of said covenant in said General Land-office; he knows that he did not, and has been informed and believes said Beebe did not; but has understood that a copy was furnished to said Commissioner by the district land officers of Little Rock, and respondent did not himself, and has understood that Beebe did not, and believes it to be true, ever represent or urge upon said Commissioner in argument or otherwise that Beebe would be bound by said covenants to make legal titles to all the holders of equitable interests in said city, and that if any such representations were made they were unauthorized.

In answer to the 97th interrogatory, respondent says he has no means of knowing the grounds on which said patents issued, other

than such as have been stated by said Commissioner in the opinion he gave and placed on file in the General Land-office. Respondent understands from said opinion that he deemed all the prior attempted entries or locations as null and void, that there was no claim in law or equity under the said pretended pre-emption of Benjamin Murphy, or under the New Madrid claims, the said lands belonging to the Indians until 1818.

In answer to the 98th interrogatory, respondent says said Beebe has never conveyed said block, or half square No. 344, to said respondent, neither has said respondent ever as yet required him to do so; and the reason why this respondent has never required it to be done was that he was not willing to take a deed to himself that would enure to the benefit of said Russell (although the said Russell had purchased said half square of respondent long since the compromise, and paid him for it), until the said complainant had made restitution for divers thousand dollars paid by said respondent to said Russell for lots in the said city, purchased of him by this respondent and (for which he has fully paid said complainant) to which the said Russell had not at the time of the sales to this respondent the slightest claim in law or equity, which said purchases were made by said complainant since the compromise aforesaid.

In answer to the 99th interrogatory, respondent says that said Beebe did make or cause to be made and filed for record in the office of the Recorder in and for Pulaski County, in the State of Arkansas, a plat including all that portion of said city of Little Rock situate upon the said several tracts of land claimed under said pretended pre-emption right, which plat was executed, acknowledged, and authenticated by said Beebe, as respondent believes, on the 26th day of December, 1839, and that same was examined and approved by this respondent.

In answer to the 100th interrogatory, respondent says he believes that said exhibit *Z* is a true and exact copy of said new and approved plat.

In answer to the 101st interrogatory, respondent says that the plan of the city of Little Rock, made as aforesaid by said Beebe, differs in some respects from the old plan referred to by complainant, and was approved of by this respondent because he deemed the plan a better one than the old plat furnished, and more conducive to the interest of all concerned, and did no injury to any one as respondent believes.

In answer to the 102d interrogatory, respondent says that the new plat differs from the old plat in regard to said half square No. 344, fractional half square *B*, and block *A;* the designation of the said blocks and half blocks was made by said Beebe, as he understood, for convenience, and the extension of these several blocks was made to render the whole more valuable, and did have that effect as respondent believes.

In answer to the 103d interrogatory, respondent says that he re-

peatedly gave notice himself to the persons in possession of what was block A on the old plat, that said complainant had no right thereto in law or equity, and that same was the property equitably of said Beebe and this respondent, and that the legal title was in said Beebe, and had a demand made in the name of said Beebe for the possession, and cautioned them against paying rents to said complainant, as he was not entitled to said rents, but the same belonged to said Beebe and himself.

In answer to the 104th interrogatory, respondent says, he did not know that the person in possession claimed as tenants by said complainant in his bill, had refused to pay rents to said complainant; that he understood they did so for some years after they were notified not to do so by respondent, relying, as respondent understood, on said complainant to save them harmless in so doing; that said persons, or any one of them ever refused to pay rents in consequence of the notices and threats of said Beebe or this respondent, respondent does not know, and does not believe it to be true.

In answer to the 105th interrogatory, respondent says that said Beebe made the new plat, or caused it to be made, without any direction or expression of wish on the part of this respondent so far as he now recollects and believes, except a request by respondent, that the names of the principal streets should be retained and the lots generally numbered in the respective blocks as they were on the old plat, so far as practicable to ascertain it; which request was complied with by said Beebe agreeable to his own judgment and discretion, and respondent believes he never saw said plat or any part thereof until the same was completed by said Beebe; and respondent denies that said changes in said plat were made for the purpose of aiding this respondent to avoid responsibility and defeating the title conveyed by respondent to said complainant for blocks B and 344, and escaping his obligation under said compromise to complete title to said complainant, and respondent does not believe that said Beebe changed the said plat to escape his obligations to convey said lands, mentioned under his instrument of writing, to said mayor and alderman; and respondent further says, he fails to see how such change could have any effect on any prior claim if any existed, and wholly denies that such change was made other than to enhance the value of property and for convenience.

In answer to the 106th interrogatory, respondent admits that said Beebe and himself did, on the 23d day of March, 1840, by deed of that date, convey to said Watkins fractional block F, and that said Watkins has ever since that time had possession of the same.

In answer to the 108th interrogatory, respondent says that he does not know that said complainant has had possession of said lots and part of a lot for twenty years past; he was not apprised until within a few years past which of the claimants under the pretended pre-emption of Murphy set up claim thereto. Respondent states that in 1840, and after a patent had issued as aforesaid, on the locations

aforesaid, of said Beebe, the said complainant did put up a fence of posts and plank around said lots, and part of a lot, in violation of the rights of said Beebe, and respondent took wrongful possession of the property, while said fence was suffered shortly thereafter to go to decay; and this act of said complainant never disturbed the action of said Beebe and respondent in relation to said lots and part of a lot; they exercised the same acts of ownership over them that they did before, and paid the taxes on the same jointly.

In answer to the 114th interrogatory, respondent denies that any grant of pre-emption was ever legally made to said Murphy. That the acts of the Register and Receiver of said Lawrence land district, in attempting to grant said pre-emption to said Murphy—in permitting said complainant to enter said lands in his own name, were wholly contrary to law, and therefore null and void absolutely. And that said Register and Receiver had no jurisdiction or authority to investigate any claim to pre-emption in the Indian country, and the lands claimed by said pretended pre-emption being within the Indian country, the whole proceedings were *coram non judice*, and utterly void. And respondent further says, that he had never supposed that the pretended claim for pre-emption of Murphy was void until he had received the decision of the General Land-office in the case of Thomas Frasier, in May, 1836, based upon the opinion of Attorney-General Butler, and that from that moment respondent deemed the whole of the proceedings of the Register and Receiver of the Lawrence land district as null and void; and the same were deemed so by the general land officer. But an order for the refunding of the money illegally paid on said void entry of said complainant, respondent believes was made by the said general land officer on the 27th May, 1839. Respondent deems the said entry of said Russell on said lands as cancelled by the general land officer in May, 1836, by the decision in said case of Thomas Frasier, before referred to.

In answer to the 115th interrogatory, respondent says that the decision made as aforesaid by the general land officer in May, 1836, in said Frasier's case, that the whole country ceded by the Quapaw Indians, by their treaty of the 24th August, 1818, to the United States, which included said township one north, twelve west, south of Arkansas River, and west of Quapaw line, decided the principle that the New Madrid claims attempted to have been located as aforesaid on the lands aforesaid at Little Rock, was no location, and all that had been attempted was null and void; and so respondent says that, so far from procuring said decision he refuted it by argument and all the means in his power, and he does not believe that said Beebe did make any effort to procure such decision; the invalidity and void character of said attempted location of said New Madrid claims having been decided as aforesaid long prior to the location of said floats.

In answer to the 116th interrogatory, respondent says that since the decision by the general land officer that the location of said

claims were void, this respondent does not believe that any one has a title thereto. The acts of Congress in relation to New Madrid claims having conferred a personal privilege on those whose lands had been injured by earthquakes, limited the time within which such personal privilege should be exercised, which time expired many years since; and as respondent is informed, and believes it to be true, that no patent could, by the rules and regulations, and decision of the general land officer, be issued to any one except to the said original claimant whose lands were injured by said earthquake, and all transfers made by him prior to the issuance of such patents, void. Respondent says he does not now believe he has at this time, or ever had, any title to any portions of said New Madrid claims, or that any other person has such title.

In answer to the 117th interrogatory, respondent says he did not represent that either Beebe or himself, in order to obtain said patents, owned the whole interest in said New Madrid claims and pre-emption right supposed to have been granted; and respondent further says he does not know the precise representations he did make in a letter transmitted to the General Land-office; he believes he stated that he had expended large sums of money in purchasing supposed interests in said New Madrid claims, and had, under the belief that the titles were valid, sold divers lots in said city, and warranted the title.

In answer to the 118th interrogatory, respondent says that he has understood, and believes it to be true, that some patents were issued for lands south of the Arkansas River, under pre-emption claims, under act of 12th April, 1814, and two or three on New Madrid locations made south of that river before the Commissioner of the General Land-office suspended issuing patents on such claims south of said river. But respondent says that all such patents were issued by a mistake in law, and consequently vested no title in the patentees, and respondent believes required and have received an act of Congress to confirm them.

In answer to the 119th interrogatory, respondent says he believes it to be true that one of the grounds upon which said commissioner decided said New Madrid locations to be null and void was that the title of the Quapaw Indians to the lands south of the Arkansas River, and upon which said New Madrid certificates were attempted to be located, had not been extinguished at the passage of the act authorizing said New Madrid claims.

In answer to the 120th interrogatory, respondent says that he had full knowledge of all the claims said complainant seemed to have before commencing operations, as to the location of said lands by plats, and denies that said complainant had any equitable right to any portion of the lands or lots at Little Rock, under said original claims and compromise, all his pretended claims having been based on fraud, and the compromise made with a full knowledge on his part of the utter worthlessness and void character of said pretended pre-emption right.

In answer to the 121st interrogatory, respondent says he has not in any respect violated the promises and obligations of said compromise at any time whatever, and has done much to sustain said compromise that he was in no respect bound to have done; he resisted the decision by which Frasier's claim aforesaid, under Act of 1814, was set aside, and he did every act and thing that he was bound to have done by said compromise or by any other engagement.

In answer to the 122d interrogatory, respondent says that the lots and lands in complainant's bill claimed by him, are of the value of two thousand dollars, current money of the United States, as he believes.

In answer to the 123d interrogatory, respondent has never refused to cancel and give up said patents, or to convey or quit-claim to said complainant the lands claimed by him as aforesaid, but would have refused to have done so had he been requested by said complainant, as respondent denies that said complainant has any right to require said patents to be given up and cancelled, or to receive from this respondent any quit-claim deed whatever, and does not believe he has such right to have such deed from said Beebe.

And this defendant denies any and all unlawful combinations and conspiracy, without this all the matters and things material or necessary for this defendant to make answer unto, and not herein and hereby fully and sufficiently answered unto, confessed or avoided, traversed or deemed in time to the knowledge of this defendant; all which matters and things this defendant is ready to aver, maintain, and prove, as this Honorable Court shall direct, and humbly prays to be hence dismissed with his reasonable costs and charges in that behalf most wrongfully sustained.

G. C. WATKINS,
Solicitor for Defendant.

I, Chester Ashley, the above respondent, do solemnly swear that the matters and statements contained in the foregoing answer, so far as stated on his own knowledge, are true, and so far as stated as on information and belief, he believes them to be true in substance and fact; so help me God.

CHESTER ASHLEY.

Sworn to and subscribed before me, on this first day of September, 1845.

A. H. RUTHERFORD,
Master and Com'r in Chancery in the C. C. U. S., Dist. Ark's.

IN THE CIRCUIT COURT OF THE UNITED STATES IN CHANCERY,
sitting in and for the District of Arkansas.

WILLIAM RUSSELL, Complainant,
vs.
CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS,
Defendants.

The separate answer of Roswell Beebe, one of the defendants, to the bill of complaint exhibited in this court by William Russell against Chester Ashley, Roswell Beebe, and George C. Watkins.

The respondent, now and at all times hereafter saving and reserving to himself all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties, and other imperfections in said complainant's said bill of complaint contained, for answer thereunto, or unto so much and such parts thereof as the respondent is advised is or are material or necessary for him to make answer unto—

For answer to the 1st interrogatory propounded to him by said complainant in and by said bill, respondent denies that said Benjamin Murphy was ever entitled to a right of pre-emption, under any of the said Acts of Congress, to any one or more of the tracts of land in said bill mentioned, as is therein in that respect alleged, either in his own right or as the legal representative of said William Lewis, or any other person whomsoever.

For answer to the 2d interrogatory, respondent says that said Exhibit *A* is not a correct and complete plat of the said lands and the adjoining lands thereon represented, as will appear by a true and complete plat of said lands herewith filed, marked as Exhibit No. 1, and prayed to be taken as a part of this answer.

For answer to the 3d interrogatory, respondent says that he has been informed, and believes it to be true, that said Township 1, north of Range 12 West, was not within the county of Arkansas, in the Territory of Missouri, on the 12th day of April, A. D. 1804, but that the same was at that time within the limits of the Quapaw Indian country.

For answer to the 4th interrogatory, respondent says that he does not know and cannot set forth, from his belief or otherwise, whether or not the President designated the day named in said bill as the time for issuing patents to the soldiers of the then late army, as is in said bill in that respect alleged.

For answer to the 5th interrogatory, respondent says that he does not know and cannot set forth, from his belief or otherwise, whether or not the Register of the land-office for said Land District of Lawrence County, gave the notice at the time, in the manner and form, or for the purposes in said bill mentioned.

For answer to the 6th and 7th interrogatories, respondent says that he has been informed, and believes it to be true, that the said

pretended pre-emption claim of said Benjamin Murphy rests upon the following facts and circumstances and none others, viz: That in July, 1812, a hunter, by the name of William Lewis, descended the Arkansas River, with his family, in a canoe, and landed on the south bank of the Arkansas River at a spring now within the northeast fractional quarter of Section 3, in Township 1, north of Range 12 west (which township was then, and from thence until the year 1818, continued to be a part of the Quapaw Indian country), and after some days erected a camp and remained there about three months, subsisting wholly on the spontaneous production of the earth, and the charity of a few neighbors on the north side of the river; that a few days after Lewis built his camp the Indians, lest he should claim the land, ordered him off of it; but upon his solemn assurance that he had no wish or intention to settle or claim the land, and that he only wished to remain and drink the spring water until himself and family recovered their health, the Indians permitted him to remain. That he cleared no land (except cutting the bushes covered by his camp) nor cultivated anything whatever; and in October, 1812, abandoned his camp, and never afterwards, for a single day, inhabited or resided upon said fractional quarter. That shortly after said Lewis so abandoned his said camp, to wit, in the year 1813, he left the then Territory of Missouri and did not return until in the spring of the year 1814, and remained until in May, 1814 (living, during the whole time, at Gen'l Hogan's, or William Mabbitt's, on the north side of the Arkansas River), when he removed himself and family out of, and never again returned to said Territory. That some time in the month of September, 1820 (six years after said Lewis had left said Territory), said complainant, as the agent of said Murphy (in the absence of all the adverse claimants), applied to the Register and Receiver of said land district of Lawrence County for a pre-emption right to be granted to said Murphy upon said tracts of land, and said complainant then and there, by false affidavits fraudulently obtained by him, induced said Register and Receiver to believe that said William Lewis was entitled to a pre-emption upon said northeast fractional quarter of Section 3, under the Act of the 12th of April, A. D. 1814, and also induced said Register and Receiver to believe that said Murphy, by virtue of illegal transfers (many if not all of which were by parol) from said Murphy to one Elisha White, from said White's widow, Martha White, to one Wright Daniel, from said Daniel to one Reuben Blount, and from said Blount to said Benjamin Murphy, who was the legal representative of said Lewis; and thereupon said Register and Receiver, upon the false and fraudulent representation of said complainant, and upon said false and fraudulent evidence, and upon no other evidence whatever, illegally, by mistake and without any power or authority so to do, decided and adjudged that said Murphy was entitled to a pre-emption, and allowed (or attempted) to allow and grant to said Murphy a pre-emption right upon all of said several tracts of land; but respondent denies

that any evidence was ever produced before said Register and Receiver showing, or conducing to show, that said Benjamin Murphy was entitled to a pre-emption upon either of said tracts of land in his own right by virtue of any improvement made by him upon said lands; and respondent avers, that the said decision and grant of said Register and Receiver was absolutely void, and vested no right whatever in said Murphy.

For answer to the 8th interrogatory, respondent says that he does not know whether or not said exhibit *B* is a true copy from said register's office; but respondent says that said exhibit appears to be a mere memorandum not signed by said Register and Receiver, and is not therefore competent or proper evidence of any fact.

For answer to the 9th interrogatory, respondent says that he does not know and cannot set forth, from his belief or otherwise, whether or not any of the lands in said Lawrence land district had been proclaimed for sale at the time referred to in said bill.

For answer to the 10th interrogatory, respondent says that he knows nothing said alleged sale from said Murphy to said Trimble and Dickinson.

For answer to the 11th interrogatory, respondent says that he does not know anything in relation to said deed, but from the fact that said exhibit *C* is duly certified, he supposes that it is correctly copied from the record.

For answer to the 12th interrogatory, respondent says that he knows nothing concerning said alleged sale by said Murphy and wife and said Trimble and Dickinson to said complainant, save as he is informed by said bill.

For answer to the 13th interrogatory, respondent says that he does not know, but from the fact that the exhibits named in said 13th interrogatory are certified by the officer having the custody of the records thereof he supposes that the same are correctly copied from the records of Pulaski County.

For answer to the 14th interrogatory, respondent denies that said Benjamin Murphey acquired, or ever had any interest whatever in said lands by virtue of said intended pre-emption right, but says that he does not know what interest said Murphy claimed to have in said pretended pre-emption right on said 8th day of March, A. D. 1821.

For answer to the 15th interrogatory, respondent says that he knows nothing in relation to the issuing of said execution, the said purchase by said complainant at a sale thereunder, nor in relation of said alleged deed to him in pursuance thereof, save as he is informed by said bill.

For answer to the 16th interrogatory, respondent says that he knows nothing concerning said alleged sale from said complainant to said Crittenden, Trimble, and Eskridge, save as he is informed by said bill.

For answer to the 17th interrogatory, respondent says that he has been informed, and believes it to be true, that said three New Madrid

claims for 160 acres each were illegally attempted to be so located in or prior to the year 1821, as to include the whole of the lands alleged to be covered by said pretended pre-emption claim of said Murphy, and other lands adjoining.

For answer to the 18th interrogatory, respondent says that he does not know anything relative to the acts of said Amos Wheeler and others, in obtaining possession of said lands.

For answer to the 19th interrogatory, respondent says that he knows nothing in relation to the institution of said action of forcible entry and detainer, or the proceedings had therein, save as he is informed by said bill.

For answer to the 20th interrogatory, respondent denies that said complainant was ever in the lawful possession, or was ever the lawful owner of any portion of said tracts of land; and respondent also denies that said Conway, Crittenden, Trimble, Oden, Eskridge, or Hardin, were the owners of a part thereof, but says that he has been informed, and believes it to be true, that said complainant and said Conway, Crittenden, Trimble, Oden, Eskridge, or Hardin, were the reputed owners of said pretended pre-emption claim on said 20th day of November, A. D. 1821.

For answer to the 21st interrogatory, respondent says that he has been informed, and believes it to be true, that said complainant and said Conway, Crittenden, Trimble, Oden, Eskridge, and Hardin, as the pretended owners of said land, established a plat of survey thereof, and laid off said lands as a town called the town of Little Rock, and executed said bill of assurance on or about said 20th day of November, 1821.

For answer to the 22d interrogatory, respondent says that he does not know and cannot set forth, from his belief or otherwise, whether or not said complainant and his said alleged co-owners executed duplicate plats of said town, as is alleged in said bill.

For answer to the 23d interrogatory, respondent says that he has been informed, and believes it to be true, that said original signed plat was recorded in Pulaski County about the time in said bill in that respect alleged.

For answer to the 24th interrogatory, respondent says that he does not know whether or not said exhibit *H* is a correct and exact duplicate of said original recorded plat, as is alleged in said bill.

For answer to the 25th interrogatory, respondent says that he does not know whether or not said exhibit *G*, *G* is a true copy of said original plat as it now exists in the Recorder's office.

For answer to the 26th interrogatory, respondent admits that said lands, after the filing and recording of said bill of assurances, were generally known and universally called "the town of Little Rock," and the makers of said bill of assurances "the original owners and proprietors of the town of Little Rock."

For answer to the 27th interrogatory, respondent says that he has been informed and believes it to be true that said complainant, and

said Conway, Crittenden, Trimble, Oden, Eskridge, and Hardin claimed or pretended to be the owners of said pretended pre-emption right, and that said Ashley, Elliott, Philbrook, De Baun, and Elliott claimed and pretended to be the owners of said three New Madrid claims, on said 22d day of November, 1821; but respondent denies that either of said claimants were at that time the owners, or entitled to the possession of any portion of said lands.

For answer to the 28th interrogatory, respondent says that he knows nothing in relation to said alleged compromise, save as he is informed by said bill, and shown by said exhibits, marked *K* and *L*.

For answer to the 29th interrogatory, respondent says that he knows nothing in regard to the ratification of said deed, a copy of which is exhibit *K*, save as shown by the endorsement thereon.

For answer to the 35th interrogatory, respondent says that said lands at the time of the passage of the Act of Congress, granting said New Madrid certificates, were within the Quapaw Indian country, and there was no law authorizing or permitting the location of said certificates thereon, and respondent submits, therefore, that neither of said certificates were located upon said lands. Respondent further says, that if said certificates were located (which he submits) he does not believe that the same were removed until the decision of the General Land-office upon that subject under the opinion of the Attorney General of 3d May, 1836, which virtually set aside said locations.

For answer to the 37th interrogatory, respondent denies that said complainant and his said alleged co-owners, or that said Ashley and his alleged co-owners, or either of them, were the owners of any part of said town on said 26th day of November, A. D. 1821.

For answer to the 38th interrogatory, respondent says that he does not know, save as he is informed by said bill, whether or not said complainant and his said alleged co-owners made a division and partition as is in said bill in that respect alleged.

For answer to the 39th interrogatory, respondent says that he has been informed and believes it to be true that the Land-office for the Land District of Lawrence county was removed and located at the seat of justice of Independence county, afterwards called Batesville, some time about the year 1821.

For answer to the 40th interrogatory, respondent says that he has been informed and believes that the President of the United States advertised and proclaimed that a sale of public lands south of the Arkansas River, including Township One aforesaid, would commence and be holden at the land-office at the seat of justice of Independence county, on the 3d Monday of October, A. D. 1823, but respondent denies that said tracts of land, in said bill alleged to be covered by said pretended pre-emption claim, or either of them, were ever offered for sale at any of the land-offices of the United States.

For answer to the 41st interrogatory, respondent says that he does not know and cannot set forth as to his belief or otherwise

whether or not said complainant attended at said land office, more than two weeks before said 3d Monday in October, A. D. 1823, prepared and ready to enter and pay for, and for the purpose of entering and paying for said lands, under said alleged pre-emption claim.

For answer to the 42d interrogatory, respondent says that he has been informed and believes it to be true that said complainant did, more than two weeks before said 3d Monday in October, 1823, apply to said Register to be allowed to enter said lands, under said pretended pre-emption, in his own name.

For answer to the 43d interrogatory, respondent says that he knows nothing in relation to the reasons assigned by said Register for refusing to permit said complainant to make said entry.

For answer to the 44th interrogatory, respondent says that he does not know whether or not said Register and Receiver refused said complainant that the said pretended pre-emption could not be forfeited as long as no plat was in said office, nor be entered by nor sold to any other person, until they had been again advertised and offered for public sale.

For answer to the 45th interrogatory, respondent says that he has been informed and believes it to be true that said Register and Receiver, on said tenth day of January, 1825, by mistake, and without authority of law, decided that said complainant had the right to enter said lands in his own name, under and by virtue of the said pretended pre-emption claim of said Benjamin Murphy, and allowed him to enter and purchase them accordingly.

For answer to the 46th interrogatory, respondent says that he has been informed and believes that said complainant, on said 10th day of January, A. D. 1825, in pursuance of such unauthorized decision of said Register and Receiver, in permitting and allowing said complainant to make said entry under said pretended pre-emption claim of said Murphy, usurped and exercised authority and jurisdiction not delegated to or conferred upon them by law, and that the said entry so made, was absolutely void, and did not confer any right upon or vest any title whatever in said complainant.

For answer to the 50th interrogatory, respondent says that he does not know what said complainant's motives were in making said illegal entry and purchase, nor does he know whether or not said complainant made the same in good faith.

For answer to the 51st interrogatory, respondent says that he does not know whether said illegal entry was approved by the other pretended owners of said town or not, and acted upon by them for the time, as stated in said bill.

For answer to the 52d interrogatory, respondent says that he does not know, and cannot set forth as to his belief or otherwise, whether or not said complainant ever asserted a claim to any other or greater interest in said town than is in said bill alleged, or whether he ever

violated said alleged compromise, or invaded the right of any one obtained thereunder.

For answer to 54th interrogatory, respondent says that he does not know and has not been informed save as by said complainant's bill, and cannot set forth as to his belief or otherwise, whether or not said Dickinson on said 13th day of October, A. D. 1820, sold and conveyed to said Joseph Hardin any portion of said pretended pre-emption claim.

For answer to the 55th interrogatory, respondent says that he does not know anything in relation to said partition alleged to have been made between said complainant and his alleged co-owners, of said pretended pre-emption, on said 8th day of March, 1822.

For answer to the 56th interrogatory, respondent says that he does not know whether or not the lots mentioned in said 56th interrogatory were conveyed as is in said bill alleged.

For answer to the 57th interrogatory, respondent says that he does not know whether or not said fifteen lots were conveyed to said Hardin as his separate share of said town, or whether he accepted the same, as is in said bill alleged.

For answer to the 58th interrogatory, respondent says he knows not, and cannot set forth, as to his belief or otherwise, whether or not said Joseph Hardin conveyed said fifteen lots to said complainant, as is in said bill alleged.

For answer to the 59th interrogatory, respondent says that, upon examination of the record of said deeds, it appears to be true that said lots 1, 2, and 3, in block 81, and two other pieces of land, one numbered 344, and the other marked with and designated by the letter B, on said old plan of said city of Little Rock, were conveyed by said alleged deed of compromise to said Ashley, and that it appears by said records that the same pieces of land were afterwards conveyed by said Ashley and wife to said complainant; but respondent knows nothing in relation to said conveyances, except as shown by the records thereof.

For answer to the 60th interrogatory, respondent denies that said complainant did by said alleged illegal entry, or by said alleged deeds of compromise and partition, become, or that he now is the owner of said block A and F, as designated on said original plat, half square No. 344, lots 11 and 12, and 20 off and from the east side of lot No. 10, in said block 80, or either, or any part of either of said parcels. Admits that complainant claims and pretends to be the owner of said last mentioned pieces of land.

For answer to the 61st interrogatory, respondent says that he has been informed, and believes it to be true, that on or about the 10th day of January, 1833, by deed of that date said complainant conveyed to Gov. Pope, and his successors in office, the ten and a half lots in said bill in that connection mentioned.

For answer to the 62d interrogatory, respondent says that he believes it to be true that a lot and a half adjoining said 10½ lots, at

or about the same time, were conveyed to the said governor; but respondent does not know whether said lots were acquired by said governor by purchase, or by donation from the individual then claiming to be the owner thereof.

For answer to the 64th interrogatory, respondent says that he believes it to be true that Governor Pope caused to be laid off a square of ground 300 feet square, upon a portion of the lots so conveyed to him as aforesaid, including that part of Centre Street which then passed through said lots, and that the same has ever since been and is now known as and called "The State House Square."

For answer to the 65th interrogatory, respondent admits that said governor erected on a portion of said State House Square the public buildings mentioned in said bill, and that said buildings cost 70 dollars, or more. Respondent does not know with what particular fund said buildings were erected, but supposes it was from the proceeds of said donations.

For answer to the 66th interrogatory, respondent admits that portions of the lands claimed by virtue of said pretended pre-emption right, had been conveyed by said pretended original owners to a great number of individuals prior to the year 1838; that a great many buildings and improvements had been made and erected on said lands, after the same had been laid off into blocks and lots, and that said town had been incorporated as a city prior to that year; but respondent does not know what the taxable value of said city was, or what the buildings and improvements on said lands were worth at that time.

For answer to the 67th interrogatory, respondent says that the building and improvements made and erected on the lots in said city were made under the belief that the title to said lands, under said pretended pre-emption claim, or under said alleged New Madrid locations, would eventually be obtained; but that the improvement and growth of said city had been greatly retarded from the fact that the title thereto was unsettled.

For answer to the 68th interrogatory, respondent denies that said Henry Elliott owned any interest in said town of Little Rock, under and by virtue of said alleged compromise, or under and by virtue of any other conveyance or title; but whether or not said Henry claimed any interest in said town at the time of his death, respondent does not know.

For answer to the 69th interrogatory, respondent admits that, prior to the year 1838, he intermarried with Clarissa Elliott, daughter, and one of the heirs of said Henry Elliott, and that she is still living. But respondent denies that he ever in any manner acquired any right or title to any portion of said city by virtue of said marriage, or that he ever received or acquired any lands, or other estate, from said Henry by descent, device, or otherwise, by virtue of such marriage, or otherwise; or that he is in any manner bound by the promises of said alleged deed of compromise.

For answer to the 70th interrogatory, respondent says that Jackson Crain and Joel Crain were both settled upon and occupied and cultivated the same quarter section of land, within the district of lands subject to sale at the Land-office at Little Rock, to wit, the southwest fractional quarter of section 28, in township 6, north of range 15 west, containing $127\frac{49}{100}$ acres; and that by virtue of such settlement, cultivation, and occupancy, they were each entitled to a right of pre-emption upon said quarter section of land, under the act of Congress, approved June 19th, 1834, which revived the act of Congress approved 29th of May, 1830, and therewith the act supplemental thereto, approved July 14th, 1832; and that, therefore, in consequence of the joint claims to said quarter section, they were, by virtue of the provisions of said several acts of Congress, each entitled to a pre-emption right of eighty acres of land elsewhere in said land districts, so as not to interfere in the location thereof with other settlers having a right of preference; which pre-emption claims said Jackson Crain and Joel Crain were authorized by law to prove up and establish before the Register and Receiver of said Land District, within one year after the surveys were made, and the plat of said township should be returned to and filed in the Register's office for said Land District, and to enter the same, provided the lands in said township should not have been previously proclaimed for sale; and respondent further says that both the original and floating pre-emption claims of said Jackson Crain and Joel Crain were proved up and established before the Register and Receiver of said Land District, and granted and allowed by them, before the lands in said township had been proclaimed or offered for sale, and both entered within the period of one year from the time the surveys thereof were made, and the plat of said township was returned to and filed in said Register's office.

Respondent further answering says that said George Harris and said Samuel Plummer were both settled on and occupied the same quarter section of land, within the said district of lands subject to sale at Little Rock, namely, the southwest fractional quarter of section eighteen, in township six, north of range fifteen west, containing $157\frac{5}{100}$ acres of land, and that by virtue of such settlement, cultivation, and occupancy, they were each entitled to a right of pre-emption to the said quarter section of land, under the act of Congress of the 29th of May, 1830, and, therefore, they are also each entitled to a pre-emption right of 80 acres of land elsewhere in said Land District, so as not to interfere in the location thereof with other settlers having a right of preference, which they were authorized by law to prove up and establish before the Register and Receiver of said Land District, within one year after the surveys were made, and the township plat returned to the said Register's office, and to enter the same, provided the lands should not have been previously proclaimed for sale; and further says that both the original and floating pre-emption claims of said Harris and Plummer were proven up

and established before the Register and Receiver of said Land District, and granted and allowed by them before the lands in said township had been proclaimed and offered for sale, and that both were entered within the period of one year from the time the surveys thereof were made, and the plat of said township was returned to and filed in said Register's office.

Respondent further says that it is not true, as alleged in said bill, that the acts of the 29th May, 1830, and the 19th June, 1834, expired on the 19th June, 1836, so as in anywise to affect or impair the rights of said Jackson, Joel, and George, or that said Jackson Crain, Joel Crain, and George Harris were ever restricted in their locations of said floating pre-emption claims upon any particular tracts of land, or in anywise except as is hereinbefore stated.

And so this respondent says, that said Jackson Crain, Joel Crain were each entitled to a pre-emption float of eighty acres of land, and said George Harris to a pre-emption float of eighty acres of land, each by virtue of cultivation, settlement, and improvement of lands within the county of Conway, within the land district aforesaid, and under the acts of Congress aforesaid, and that they became so entitled upon the state of facts and under the circumstances herein above stated and set forth.

For answer to the 71st and 72d interrogatories, respondent says that in the spring of 1838, being desirous of purchasing a number of said pre-emption floats, he employed an agent to visit the portions of country where settlers entitled thereto would most probably be found, and that some time in or about the month of May, 1838, amongst others he contracted for and purchased through said agent, the said floating pre-emption claims of said Jackson Crain, Joel Crain, and George Harris, for which he paid the said Jackson and Joel the sum of two hundred dollars, and said George Harris the sum of one hundred dollars. That said Jackson, Joel, and George each entered into and executed to respondent instruments of writing (as was usual and customary in purchasing such claims), whereby they respectively bound themselves to prove up and establish at the land-office in Little Rock their said pre-emption claims as soon as practicable, after the plat of the township in which the lands upon which said pre-emptions were claimed, should be placed in the Register's Office at Little Rock, and also thereby authorized and empowered respondent to locate said floats upon such lands, and in such manner as he might think proper; and thereby agreed to sign, seal, execute, and deliver full warranty deeds in fee simple for all the lands which might thereafter be located and entered, with their respective floating pre-emption claims, so soon as the lands should be designated by the location and entry thereof; upon the performance of which stipulations respondent was to pay said sums of money, and not before.

Respondent positively denies that he ever made or caused to be made any such statements or assurances, either at the time, before, or after contracting for said floats, as might or did in any manner

induce said Jackson, Joel, and George, or either of them, to believe for a moment that said floats could only be located on unimproved lands, and says that he does not recollect having had any conversation with either of them in regard to the kind of lands upon which said floats could be located, whether improved or unimproved, nor does respondent believe that they or either of them ever intimated such an idea to him, as it was a matter totally immaterial to them upon what lands respondent intended to locate said floats, which could neither enhance or diminish the price or value of said floats to them.

Respondent says that he paid said Jackson, Joel, and George for their floats the highest price for which said claims could at that time be sold, and that they were not only willing, but anxious to sell their said claims to respondent for the price he gave, and it was consequently wholly unnecessary for respondent to make any representation in relation to his object for wishing to purchase, for the purpose of inducing them to sell.

For answer to the 73d interrogatory, respondent admits that on the 5th day of June, A. D. 1838, he addressed, directed, and delivered to the Register and Receiver at Little Rock, a notice and argument similar to the one referred to in said bill as exhibit *T*, and respondent believes that said exhibit is a true copy of the original.

For answer to the 74th interrogatory, respondent says that prior to said 5th day of June, 1838, he had been informed, and believed it to be true, that said complainant claimed and pretended to be the owner of a very small number of lots in said city, none of which were valuable, but did not at that time know what particular lots said complainants claimed.

For answer to the 75th interrogatory, respondent admits that on said 6th day of June, 1838, the Register and Receiver of said land-office at Little Rock granted and allowed to said Jackson and Joel Crain, and to said George Harris, their said pre-emption floats, and allowed and permitted this respondent, as their agent and in their names, to locate the same as he wished and had applied to do, and that respondent did accordingly on that day, as such agent and in the names of said Jackson and Joel Crain, locate their said pre-emption floats upon said northwest fractional quarter of section 2, and said northeast fractional quarter of section 3, and as such agent and in the name of said George Harris located his said pre-emption float on said west part of the southwest fractional quarter of section 2.

For answer to the 76th interrogatory, respondent says that he does not believe that either said Jackson, Joel, or George, at the time said locations were made or at any time theretofore, had or pretended to have any claim to any house, building, or improvement whatever, on any part of said land.

For answer to the 77th and 78th interrogatory, respondent says that shortly after said locations were made, he employed said Joseph Henderson, brother-in-law of said Ashley, to go to the residences of

said Jackson, Joel, and George, in Conway county, for the purpose of procuring from them deeds for the lands so located in their names by virtue of said floating pre-emption, according to the conditions and stipulations contained in the said obligations entered into by them respectively at the time respondent purchased said claims, as was usual and customary in such cases, as deeds could not be executed for any specified lands until after the locations were made; and that regular and proper deeds were respectively made, and voluntarily signed, sealed, acknowledged, and delivered by said Jackson, and Joel, and said George to respondent on or about the 9th day of June, 1838, in conformity with the obligations so entered into by them at the time said respondent purchased said claims, for the lands so located were entered in their names respectively, true copies of which deeds are herewith filed, marked as exhibit No. 2, and prayed to be taken as part of this answer, the originals being in possession of respondent, and held by him subject to the order of this Court.

For answer to the 79th and 80th interrogatories, respondent says that inasmuch as he knew that said Jackson, Joel, and George could neither be prejudiced nor benefited by the location of said claims, he would not have anticipated any difficulty in procuring said deeds, even if they had been fully advised of the exact locality of said lands, and that no means were adopted or made use of by respondent, or his agent, to conceal the locality of said lands; that said lands were correctly and fully described in said deeds and in the Receiver's receipts then shown and read to them as the proper evidence of what lands had been located; but respondent does not know whether they believed that said lands were improved or not, or whether or not they were aware that the same included any part of the City of Little Rock. Respondent says that he does not believe that they made any inquiries in regard to the particular locality, situation, or kind of land they were conveying, or that they thought or cared anything in relation thereto, as they had sold and conveyed to respondent, for a valuable consideration, all their interest in said pre-emption floats previous to the location thereof, and were bound by their said obligations to convey to respondent whatever lands he might choose to locate with the same.

That he never made, or caused to be made, nor does he believe that said Henderson made any false or improper statements for the purpose of inducing said Jackson, Joel, and George, or either of them, to execute said deeds, and that, if any such representations were made by said Henderson, they were wholly unauthorized by respondent.

That the whole transaction with said Harris and Crains was open, fair, and regular, and they never inquired upon what lands said floats were located, and would probably never have thought of the transaction again had not said complainant, in the fall of the year 1840, spent several weeks at their residences, or in that vicinity, endeavoring to produce unfavorable impressions on their minds, and

create the belief that they really owned the lands upon which said floats had been located, which they had conveyed to respondent more than two years previous, and to induce them, by his false and improper representations, to take such steps as he might suggest, to set aside their solemn conveyances made to respondent in good faith, and for a fair and valuable consideration; and that said complainant so far succeeded in his said undertaking as to induce said George Harris to execute to one George C. Moyer, on the 9th day of October, A. D. 1840, an instrument of writing conveying away, in a fraudulent manner, the same tract of land which had been located as aforesaid, with his said floating pre-emption right, as will more fully appear by reference to a certified copy of said conveyance to said Moyer herewith filed, marked as exhibit No. 3, and asked to be taken as part hereof, the original not being in the possession or under the control of respondent.

Respondent further says, that he is informed and believes it to be true that said conveyance of said Moyer was taken, drawn up, and procured by said complainant for his own use and benefit; and respondent has been informed, and believes it to be true, that said complainant, for the purpose of inducing said Harris to execute said conveyance, gave said Harris a bond, conditioned that he would indemnify against the consequences of his said fraudulent act in so executing the same.

For answer to the 81st interrogatory, respondent says that upon said deeds, and the floating claims so located as is hereinbefore stated, patents issued from the United States on the 25th day of September, A. D. 1839—one to respondent as assignee of said Jackson and Joel for the lands as located in their names, and the other to respondent as assignee of said George Harris for the lands so located and entered in his name. True copies of which said patents are herewith filed; the former marked as exhibit No. 4, and the latter as exhibit No. 5, and prayed to be taken as part of this answer, the originals whereof are in possession of respondent, and held by him subject to the order of the court here.

Respondent denies that said patents were issued in consequence of any mistake as to law or fact by the officers of the General Government, or that he was guilty of any fraud, or of making any fraudulent representations for the purpose of procuring the same; and avers that the whole proceedings in the premises were regular, fair, and legal; and that, by virtue of said patents, the absolute title to said lands was vested in and passed to this respondent.

For answer to the 82d and 83d interrogatories, respondent says that it is true that the Commissioner of the General Land-office issued the circular letter of the 11th October, A. D. 1837, and caused the same to be transmitted to the Register and Receiver of the several land districts; and it is also true that the President gave the commissioner the direction stated in said circular letter in relation to the location of floating pre-emption rights of eighty acres of land. But

this respondent humbly submits and insists that the said instructions and directions so alleged to have been contained in said circular letter were restrictions of the rights conferred by, and in direct violation of the said several acts of Congress granting the same, and that said instructions were unauthorized by law, and therefore wholly nugatory, inoperative, and void.

For answer to the 84th interrogatory, respondent says that he did not consult with, or ask or obtain the consent of said complainant, or any of the inhabitants of said city referred to by said complainant, nor did he ever have any conversation with said complainant or said inhabitants so referred to by him, prior to said locations, upon that subject; nor did he deem it necessary or incumbent upon him to do so.

For answer to the 95th interrogatory, respondent denies that he ever made or caused to be made any such false and fraudulent representations to procure the issuance of said patents, and respondent does not believe that said Ashley made, or caused any such statements to be made for the purpose aforesaid, as is in said bill alleged.

For answer to the 86th and 87th interrogatories, respondent says that after the decision of the General Land-office in 1836 in relation to the lands south of the Arkansas River, he became satisfied that neither of the said claims then upon that portion of the city could ever be confirmed and patented, and he believes that his co-defendant, Ashley, was of the same opinion, and that as some of the lands adjoining, and in that vicinity, were claimed and held under New Madrid claims, which he was informed and believed to be true, were either owned or controlled by his co-defendant, Ashley, all of which said claims, that had been located, respondent believed had been virtually set aside by the General Land-office, and that the said lands were, to all intents and purposes, vacant, unappropriated public lands belonging to the United States, and therefore subject to be held under pre-emption, or located with any class of claims that would attach to the public lands: That respondent and his co-defendant, Ashley, having then a large number of floating claims which, although the certificates were issued in the name of said Ashley, were, in fact, jointly owned by him and this respondent, and they united in locating them upon a portion of said lands, previous to which a few floating pre-emption claims were purchased and paid for in the name of this respondent, which were, in fact, owned jointly by him and his co-defendant, Ashley, principally with the view of locating some of them upon, and perfecting the title to the lands claimed under said pre-emption act of 1814, and in order mainly to benefit said Ashley, who had theretofore conveyed by deeds of warranty a very large portion of the lots in said city, covered by said alleged pre-emption claim, amounting to about seven-eighths of the whole number of the lots in that part of said city, and therefore make good said Ashley's title.

And respondent further says, that he did not expect to be benefited

by said locations upon the land claimed under said pre-emption claim, except so far as it would tend to quiet the title to said lands and thereby enhance the value of those adjoining and in that vicinity, in which respondent was interested: for these reasons, and not for the purpose of benefiting himself by the acquisition of the lots then claimed by said complainant and said other original owners and proprietors (which he did not believe would be of sufficient value to pay one-fourth of the labor and expenses that would necessarily be incurred in perfecting the title), it was determined upon to make said locations and thereby protect said Ashley and such others as had innocently acquired lots in said city by conveyances from or under said alleged original owners and proprietors, and increase and encourage the improvement of said city by producing confidence in the titles to the lands upon which it was built, and thereby add to the value of the lands adjoining and in that vicinity; that said locations were made for the benefit of respondent and said Ashley, as is above hereinbefore stated, that the expenses were paid by them, and that they were co-operators in making said locations and in procuring said patents.

Respondent denies that said locations were made for the purpose of depriving said complainant of his said pretended share in said town, but says that they were made for the reasons above stated, and that the few lots which said complainant then claimed formed no inducement therefor.

For answer to the 88th interrogatory, respondent says that said locations were made in his name in order to avoid said alleged deed of compromise or the obligations thereunder resting on said Ashley; and further says, that himself and said Ashley were the owners of said claims as mentioned in the answers to interrogatories 86 and 87, which were all in the name of said Ashley, and that in purchasing said other floating claims it was decided by them to make the purchases in respondent's name, but not with the view of prejudicing the right of any one, nor does he recollect that they had any particular object in view at the time except to perfect and quiet the titles as aforesaid.

For answer to the 89th interrogatory, respondent admits that by the two deeds mentioned in said, he conveyed to said Ashley more than one-half of the lots in said city; says that he received no actual consideration from said Ashley therefor; that said deeds were made to said Ashley pursuant to the obligation resting on respondent under his said covenant to the Mayor and Alderman referred to in said bill as Exhibit *W*, and for no other cause or consideration whatever.

For answer to the 90th interrogatory, respondent says that it was not only intended that said deeds made by him to said Ashley should include such lots as had been previously conveyed to, or such as the titles thereto had passed through said Ashley; nor does he believe that any others were encouraged by said deeds; but if such is

the case it was done by mistake on the part of respondent; that so far as respondent's knowledge extends, derived solely from the title papers presented to him by said Ashley before the execution of said deed, respondent is confident, and so states, that he did not convey to said Ashley any lots in said city to which he did not claim by such written evidence of title from and under said original proprietors, as respondent considered under the circumstances as entitling him under said covenant to conveyances therefor, and that no complaint had ever before been made that said conveyances so made by respondent to said Ashley infringed the rights of any person: respondent's reasons for inserting a clause in said covenant authorizing him to convey the lots which said Ashley had before conveyed immediately to him was to avoid the labor of drawing deeds and investigating the numerous tiles under said Ashley; and as to such lots as said Ashley had sold, the titles conveyed by respondent would by law vest in Ashley's grantees, no injury could result to any one.

For answer to the 91st and 92d interrogatories, respondent denies that said covenant to the Mayor and Alderman of said city, a copy whereof is referred to by complainant as Exhibit *W*, was executed by him in consequence of any excitement, dissatisfaction, indignation or public meetings of the citizens of said city; respondent says that he did not make said locations with the expectations of benefiting himself otherwise than is hereinbefore stated.

That he not only believed it would be necessary, but that it was his intention, before he made said locations, to make such an instrument of writing to said Ashley or to some other person, or to make conveyances to all such as were innocent holders of lots under said original proprietors in case he obtained patents on said locations, but in what particular manner or form it should be drawn he was not advised, nor had he given it a deliberate thought; that soon after he had made said locations he gave said Ashley a bond to protect his rights, as he believes, and the rights of all others who were the innocent holders of lots under any of said alleged original proprietors; and said Ashley having left a few days thereafter for the eastern cities without anything further having been done in relation to said locations, it was suggested to said respondent that some such instrument of writing ought to be placed on record as would be calculated to operate as a security to those who innocently hold lots in said city under conveyances from said alleged original proprietors, in which respondent concurred; but in what form it should be drawn so as not to produce a conflicting liability, he was not advised.

And he further says, that it was not until then that he was in any way particularly informed as to the confused nature of the conveyances of said lands and the lots in that part of said city; under that state of case he made said covenant, and not being able at that time to understand the exact conditions of the various alleged titles to said lands, and with the existence of said bond then in full force against him, it assumed the particular form which it bears.

And respondent insists that it never was intended thereby to benefit in any way said alleged original proprietors, and only those persons who innocently held under them, and who were not themselves of that number.

And respondent says, that after the execution of said covenant to said Mayor and Alderman, and having the same recorded in the office of the Recorder of Pulaski County, he then became individually bound under it, and that he has so acted ever since in carrying out its provisions; and that on said Ashley's return home in December, 1838, said bond was cancelled, and he rested his claim under said covenant the same as others claiming lots in said city.

And respondent further says, that a very large majority of the lot-holders in said city were satisfied that respondent would in good faith comply with the stipulations contained in his said covenant; and that no opposition was ever made to said location by any property-holders, except a few, almost all of whom were at the same time endeavoring to procure patents for said lands in their own names; that no public meetings were ever held in relation to said locations until more than a year after said locations were made and said covenant was executed, when some one or more of the persons who were so opposing said locations called a public meeting for the purpose of producing the belief that respondent was not bound by said covenant, and that the rights of the persons intended to be protected were not secured thereby, and by that means produced an excitement upon the subject; which meeting (being attended by only about seven persons who were property-holders in that part of said covered by said floats) appointed a committee of lawyers to examine and give an opinion upon the validity of said covenant; that at another meeting held a few days after the first, for the purpose of receiving the report of the committee, there were only about fourteen property-holders present, and there being a division of opinion in regard to the validity of said covenant, the meeting adjourned without taking any action upon the subject, and the designs of the few who were opposing the locations having failed, no more attempts were made to produce excitement in relation thereto by public meetings; and the above mentioned meetings were the only ones ever held in relation to said locations.

For answer to the 93d interrogatory, respondent says that he has never denied that he was bound by the provisions of his said covenant, nor has he ever refused in any one instance to comply with its conditions. Says that he has not, to his recollection, ever made any assertion whatever, either in public or private, that he was or would be bound to do any act in relation to the titles in said city, further or other than he had obligated himself to do by the stipulations contained in said covenant; that he never did make any such assertions, statements, or explanations, respecting the meaning, effect, and purport of his said covenant, as is alleged by said complainant in his said bill; that he does not know what particular statements or assertions his co-defendants, Ashley and Watkins, may have made in

regard to said covenant, other than the written opinion given by said Watkins, as a member of a committee of lawyers appointed to examine the same, which opinion was in effect that said covenant was valid, and an assurance of title to all property held or claimed by any person by conveyance from the original proprietors of said town who might comply with its conditions. Respondent denies that he did by his said covenant agree or bind himself or ever intend to bind himself to convey any lot or lots in said city to any one of said alleged original owners and proprietors.

For answer to the 94th interrogatory, respondent denies that said commissioner refused to issue said patents for the reasons stated in said bill, but says that he is informed and believes it to be true, that the commissioner at first, on the application of the counsel of some of the adverse claimants to an adjoining tract of land, also covered by said city, suspended the application of respondent for patents, in order that said adverse claimants might have an opportunity of procuring additional evidence, and the whole matter was accordingly referred to said land office at Little Rock, with instructions to notify all those in adverse interest, and to take such additional testimony as might be produced by any of the claimants to said lands, and after the report of said district land officers upon said instructions was received, the application of respondent was taken up and decided. Respondent denies that he ever represented to said commissioner that said Ashley and respondent were the owners of the whole of said pretended pre-emption and New Madrid claims, and says that if any such representations were made by any other person, they were unauthorized by respondent.

For answer to the 95th interrogatory, respondent says that he did not apply to said complainant or to any of the citizens of said city, for written request to the commissioner to issue patents upon respondent's locations. Does not believe that said complainant was requested. Does not know how many persons refused or how many consented to give such request. Respondent believes that a number of letters were written to said commissioner by highly respectable citizens, prior to the issuance of the patents, stating that it was the wish of a large majority of the property-holders in said city, that patents should be issued to respondent upon said locations.

For answer to the 96th interrogatory, respondent says that a number of letters from property-holders of said city upon the subject of said locations, were filed by him in the General Land-office, prior to the issuance of said patents, and that several packages of similar letters were secured and filed by him in said office *office* after said patents had issued. Denies that said Ashley or respondent filed a copy of said covenant in said General Land-office, but says that the same was forwarded to said commissioner by the Register and Receiver of the land office at Little Rock. Denies that said Ashley or respondent ever represented to and urged upon said commissioner, in argument or otherwise, that respondent would be bound by said

covenant to make legal titles to all the holders of equitable interest in said city, and says that if any such representations were made by his counsel they were unauthorized.

For answer to the 97th interrogatory, respondent says that he does not know upon what particular grounds said patents were issued—but supposes that said commissioner granted the same upon the grounds that said lands were vacant, unappropriated public lands—that said locations had been regularly made—that no other person had any right to said lands, and that respondent was legally entitled to said patents upon his said locations.

For answer to the 98th interrogatory, respondent says that he has never conveyed said block or half square, No. 344, to said Ashley, and for further answer says that no conveyance has ever been demanded of him for the same.

For answer to the 99th interrogatory, respondent says that he made and filed for record in the office of the Clerk of Pulaski County, a plat of that portion of said city which includes the several tracts of land claimed under said pretended pre-emption right, which plat was executed, authenticated, and acknowledged by respondent, on the 26th day of December, 1839, and that the same was examined and approved by said Ashley before it was recorded.

For answer to the 100th interrogatory, respondent says that he does not know whether or not said exhibit *X* is a true and exact copy of said plat, but presumes that it is, from the fact that it is certified by the proper officer to be so.

For answer to the 101st interrogatory, respondent says that the plan of said city made by him differs in some respects from the old plan referred to by said complainant, but denies that such difference could or was intended in any way to affect the right of any person. The principal reason respondent had for making said plat was for the purpose of having something of the kind properly authenticated, executed, acknowledged, and recorded in the Recorder's office of Pulaski County, as a basis to which he could refer in making conveyances to lots in said city under his said covenant, as no such evidence was then to be found of proper record in said office. Respondent does not admit that he abolished "North Street" in the manner and for the purposes alleged in said bill, but says that the reason why he did not represent it upon his said plan, was because it was very limited in extent, and entirely useless on account of a broad and deep ravine running directly across it, and respondent did not consider it of any importance or use to any person. Respondent further says that no dissatisfaction whatever has ever been manifsted in relation thereto by any person except said complainant.

For answer to the 102d interrogatory, respondent says that said new plat differs from said old plat in regard to said half square No. 344, fractional half square B, and block A, and that the difference in the designation of said blocks arose from continuing the regular series of numbers in numerical order from the highest on said old

plat (No. 179), and dispensing with the use of letters altogether, which was done because it was easier and more convenient to use numbers than letters. Respondent admits that the plat made by him differs from said old plat in regard to said half block No. 344, which half block now comprises a part of fractional block No. 185 on said new plat, and also admits that said half block B is on respondent's plat No. 180, and said fractional block A is numbered 186.

Respondent says that said blocks can be easily identified notwithstanding such alterations, and denies that such alterations were made for the purpose of depriving said complainant of any pretended right he might have or claim to any of said blocks.

For answer to the 103d interrogatory, respondent admits that he demanded possession of said block No. 180, referred to by said complainant as block A, from the persons in possession thereof, and stated that they would be required to pay the rents thereof to respondent.

For answer to the 104th interrogatory, respondent says that he has been informed that the persons in possession of said block have not paid any of the rents thereof to said complainant for the last year or two, but respondent does know the reason why they have not done so.

For answer to the 105th interrogatory, respondent positively denies that any of the changes upon said new plat varying from said old plat were made for the purpose of depriving said complainant of any pretended right he might claim to any part of said blocks or lots; respondent says that said new plat was made by him alone, and that said Ashley neither counselled, directed, aided, or assisted him in making the same; respondent does not believe that said Ashley ever saw said plat until after it was finished; says that said plat was made for the purpose hereinbefore stated.

For answer to the 106th interrogatory, respondent admits that said Ashley and respondent, on the 23d day of March, 1840, by deed of that date conveyed to said George C. said fractional block F, and that he has ever since that time been in possession of the same; but respondent says that they received no consideration therefor, that said fractional block F is a very narrow skirt of land, lying between Rock Street and the Quapaw line, and would be of no value to any person except said Watkins, and would be of no use to him were it not that he owns the adjoining lot.

For answer to the 107th interrogatory, respondent admits that, on the 9th day of March, 1844, by deed of that date, he conveyed to said George C. Watkins said lots 11 and 12, and part of lot 10.

For answer to the 108th interrogatory, respondent says that he does not know how long said defendant had possession of said lots in block 80; believes that in 1840 said complainant caused said lots to be enclosed with a kind of fence made of posts and boards, which was shortly afterwards broken down, and the same have since that

time been waste and unoccupied, and that ever since said patents issued until said sale to Watkins, respondent had constructive possession of and paid taxes upon said lots.

For answer to the 109th interrogatory, respondent admits that he never had any title or pretence of title to said lots in said block 80, who had acquired from or under any of the said pretended original owners and proprietors of said town.

For answer to the 114th interrogatory, respondent says that no pre-emption was ever legally granted to said Murphy, that the acts of the Register and Receiver of said Lawrence Land District, in attempting to grant a pre-emption to said Murphy and in permitting said complainant to enter said lands in his own name under said pretended pre-emption, were wholly unauthorized by law and absolutely void, and consequently it was unnecessary that there should have been any action on the part of the General Land-office to reverse or annul the said void decisions of said Register and Receiver in the premises; that in 1821 the Commissioner of the General Land-office suspended said pretended pre-emption and addressed a letter to said Register and Receiver, in which he instructed them to retake the evidence in relation thereto, and that no patent would be issued under their said decision until their said decision should be received; and respondent avers that said evidence never was retaken, and that the said decision of the commissioner never was set aside.

Respondent admits that there was no order made directing the money paid by complainant for said lands to be refunded until some time in the year 1839.

For answer to the 115th interrogatory, respondent says that the principle of law which applied to and governed said New Madrid locations had been settled and decided by and acted upon in the General Land-office long prior to the location of said floats; that if, for the reasons hereinbefore stated, said New Madrid locations ever were located upon said lands (which respondent submits) and were not virtually set aside by the said decisions, he admits that they remained located on said lands at the time said floats were located by respondent.

For answer to the 116th interrogatory, respondent says that he never had or claimed to have any interest in said New Madrid certificates; that he does not know what interest said Ashley claimed to have in said certificates, but denies that said Ashley ever had any interest in said lands under or by virtue of said New Madrid locations.

For answer to the 117th interrogatory, respondent says that he did not make or authorize any other person to make, nor does he believe that said Ashley made or authorized any person to make any such statements or representations as that they were the owners of the whole of said pretended pre-emption and New Madrid claims, and denies that they or either of them made any false or fraudulent representations to said commissioner for the purpose of procuring

said patents; says that he does not now recollect what particular representations they made in relation thereto other than that said Ashley had once owned and conveyed the greater portion of the lots in said city, and was bound by the deeds made by him to warrant and defend the title to such lots as he had so conveyed; and that respondent would be bound to make titles according to the conditions and stipulations contained in his said covenant to the Mayor and Alderman of said city. Respondent admits that the issuance of said patents may have been accelerated by the execution of said covenant, and from the fact that a number of the property-holders in said city consented thereto; but says, that inasmuch as the said circular letter of the 11th of October, A. D. 1837, was contrary to and unauthorized by law, respondent would ultimately have obtained said patents without executing any such instrument or obtaining the consent of any of said inhabitants.

For answer to the 118th interrogatory, respondent says that he believes it to be true that many patents were issued on New Madrid locations and pre-emptions under the act of 1814, for lands south of the Arkansas River; but respondent says that all such patents were issued by a mistake in law, and consequently vested no title in the patentee.

For answer to the 119th interrogatory, respondent says that he believes one of the grounds upon which said commissioner decided said New Madrid locations and pre-emption claims on lands south of the Arkansas River to be absolutely void, was that the title of the Quapaw Indians to the lands south of said river was not extinguished at the date of the passage of said act.

For answer to the 120th interrogatory, respondent says that before he made said locations he had heard much said in relation to the title to said lands, and had understood that said complainant still pretended to claim a few lots in said city, but did not then know exactly how many, or what particular lots, or under what conveyances complainant pretended to claim, as respondent had not then made any examinations or inquiries to ascertain or inform himself upon the subject.

For answer to the 121st interrogatory, respondent says that he never was a party to, or bound by said alleged deed of compromise, and that consequently he never violated the provisions or obligations thereof; says that he does not know and cannot set forth as to his belief, or otherwise, whether or not said Ashley was the first person to violate, or did ever violate the provisions and conditions of said alleged deed, or whether any other person interested thereunder, or party thereto, had, at all times, in good faith kept the same.

For answer to the 122d interrogatory, respondent says that he believes that the lands claimed by said complainant in his said bill are worth $2,000, but that they are not worth any more than that sum.

For answer to the 123d interrogatory, respondent denies that said

complainant has any right to require said patents to be delivered up or cancelled, or that he is entitled to any conveyance from respondent for any part of said lands, and says that no demand for that purpose (other than the institution of this suit) has ever been made upon him. That complainant has never before asserted or claimed that he had any right or claim under respondent's said covenant to the Mayor and Alderman to require a conveyance for any of the lands claimed by him in said city, nor has complainant ever made any demands upon respondent (other than the institution of this suit) for any quit-claim deed, or other conveyance for any lot or lots in said city.

And respondent, for further answer to said complainant's said bill, says, that upon the new plat of said city, made by him, he caused said "State-house Square" (which had not been previously done) to be so represented as to embrace that portion of Centre Street running through said square, and also represented and made two small streets, one on the east and the other on the west side thereof, which he caused to be named one Conway Street and the other Ashley Street, as will more fully appear by exhibit *X*, filed with said complainant's bill; and that in conveying the said several streets and alleys in said city to the Mayor and Alderman thereof as public highways, he so shaped said conveyance as to convey to said city the two short streets aforesaid, and reserved in himself the title to that portion of said Centre Street which formerly run through and divided said square for the purpose of placing himself in a position to make a good and valid title to the State of Arkansas for the whole of said square; all which, by a duly certified copy of the conveyance for said streets and alleys to said Mayor and Alderman, executed by this respondent and his wife on or about the 26th day of December, A. D. 1839 (which was duly accepted by said Mayor and Alderman, and by them caused to be recorded), herewith filed, marked as exhibit No. 6, and prayed to be taken as a part hereof, will more fully appear, the original not being in the possession or under the control of respondent.

That by another conveyance afterwards made by respondent and his co-defendant, Ashley, donating to the Mayor and Alderman of said city a piece of ground for a burying-place, said Mayor and Alderman again acknowledged their acceptance of said first mentioned deed to them, which will appear by a true copy of said last-mentioned deed herewith filed, marked as exhibit No. 7, and prayed to be taken as a part of this answer; and which acts, on the part of said Mayor and Alderman, respondent insists amounted to an acceptance and ratification of his plan of said city by the proper authorities thereof.

Respondent further answering says, that since the issuance of said patents he has, in pursuance of the stipulations continued in his covenant, tendered to said State of Arkansas three different deeds for said "State-house Square," being the only portion of the lands

mentioned in said covenant which is claimed by said State, all of which deeds have been rejected and refused to be accepted by the General Assembly of said State.

That said complainant has at all times heretofore exerted himself to the utmost to prevent persons from accepting deeds from respondent under his said covenant; and respondent believes that it was in a great measure, or altogether owing to the false statements and representations contained in a memorial presented by said complainant to the legislature of said State, praying that no deed should be accepted from respondent for said State-house Square, that induced said General Assembly to rejeet the deeds so tendered by respondent.

Respondent further answering says, that immediately after said patents were issued to him, he published a notice in the Arkansas State Gazette, a newspaper published in said city, stating that he would be ready after the 1st day of January, A. D. 1840, to make deeds to all persons entitled thereto under said covenant, and has since that time published a similar notice, and that he never has refused, in any instance, when application has been made to him by persons entitled, to comply and execute deeds in accordance with the stipulations contained in said covenant, and that the titles of persons who have applied to respondent for conveyance under said covenant have been investigated, and the deeds drawn and acknowledged without any expenses or charges whatsoever to them.

Respondent further answering says, that since said patents were issued he has, pursuant to the condition of his said covenant, executed to different individuals, who held under said complainant, deeds of relinquishment for a very large number of lots, blocks and parts of blocks, and lots which in the aggregate would not be less, as he believes, than one-fourth of the whole number in said city, covered by said alleged pre-emption claim, worth in value at or about the time the said relinquishments were made, about seventy-five thousand dollars, and that the improvements which have been made upon said lots and blocks were with about one hundred and fifty thousand dollars, all of which said lots and blocks had been previously conveyed by said complainant by deed, as respondent believes, of general warranty, and for the titles to which said complainant was consequently bound, all of which were so relinquished by respondent to the various persons who held the same under said complainant, without any charge or consideration whatever; and the said complainant has never contributed one cent towards the labor and expenses of perfecting said titles, nor has he ever offered to pay any part thereof; but, on the contrary, during the whole time since the issuance of the patents upon said locations, the said complainant has violently opposed respondent's title, and used his utmost endeavors to prevent those persons, who were entitled to conveyances from this respondent, from receiving deeds from him; urging upon them and many others, that said covenant was illegal and void.

Respondent further answering says, that all of the lots in said city claimed by said complainant and said other alleged original owners and proprietors at the time said locations were made, or at any time since, are not now worth more than $3,000\frac{00}{000}$.

Respondent further answering says, that said complainant had an agent residing at said city of Little Rock, who gave him immediate notice of all steps taken by respondent in relation to said land, and that complainant was at that time fully notified of the execution of said covenant, of the issuance of the patents, and of all the proceedings of respondent in the premises, and that said complainant came to and remained in Little Rock for several months during the latter part of the year 1840.

Respondent for further answer says, that the labor and expenses in obtaining said patents, and in carrying out and fulfilling the obligations incurred by respondent, under said covenant, at the lowest would amount to the sum of $20,000\frac{00}{100}$, the whole of which was paid by respondent and said Ashley, and none of the persons who were benefited thereby have ever contributed one cent towards the payment thereof: And respondent, protesting that said complainant is not entitled, either in law or equity, to a conveyance from respondent for the lots so claimed by him, nevertheless says that in case this Honorable Court, upon a final adjudication hereof, shall determine that said complainant is entitled to a conveyance for any of said lots, respondent humbly submits, and insists that an account should be taken of the labor expended and expenses necessarily incurred by respondent and said Ashley in procuring said patents, and perfecting the title to said lands, &c., and that by decree of this Honorable Court said complainant may be required to contribute towards the payment of the amount so found and ascertained upon such accounting, in the proportion that the value of the lots so claimed, and of the lots so conveyed by complainant by deeds of general warranty as aforesaid, bear towards the value of the whole of the lots in said city. Respondent submits that if said complainant ever had any claim under said covenant (which respondent denies), he has forfeited the same by failing to make application to respondent within a reasonable time after said patents were issued.

And this respondent denies all and all manner of unlawful combination and confederacy wherewith he is by the said bill charged, without this that there is any other matter, cause, or thing in said bill of complaint contained, material or necessary for this respondent to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true to the knowledge or belief of this respondent: All which matter and things this respondent is ready and willing to aver, maintain, and prove as this honorable Court shall direct, and humbly prays to be hence dismissed, with his reasonable costs and charges in this behalf most wrongfully sustained.

WATKINS & CURRAN,
Sol'rs for Beebe.

The affidavit of Roswell Beebe, the defendant named in the annexed and foregoing answer, taken, sworn to, and subscribed before Archibald A. Rutherford, Master in Chancery of the Circuit Court of the United States for the District of Arkansas, at the office of the Clerk of said Court, in the city of Little Rock, this first day of September, A. D. 1845.

This affiant being first duly sworn, states on oath that said answer, and the matters and things therein contained and set forth, so far as the same rest within the knowledge of this affiant are true, as therein stated, and so far as the same are made upon the information of others, affiant verily believes the same to be true, as therein stated.

ROSWELL BEEBE.

Sworn to and subscribed before me, this first day of September, A. D. 1845.

A. H. RUTHERFORD,
Master in Chancery, Ct. Ct. U. S.
Dist. of Ark's.

UNITED STATES OF AMERICA,
District of Arkansas.

In the Circuit Court of the United States for said District, on the Chancery side thereof, in vacation.

The separate answer of George C. Watkins, one of the defendants to the bill of complaint exhibited in this honorable Court by William Russell against Chester Ashley, Roswell Beebe, and this defendant.

This defendant, saving and reserving to himself all and all manner of benefit and advantage of exception to the many and manifest errors and irregularities in said bill apparent and contained, for answer thereto, or to so much thereof as he is advised is material and necessary for him to answer unto, he answering says:—

That on or about the 6th day of June, A. D. 1838, the said Roswell Beebe located and purchased of the United States, at the Land-office at Little Rock, by means of what are commonly called floating pre-emption claims, the tracts or parcels of land comprising portions of section two and three in township one north, in range twelve west, lying immediately south of the Arkansas River, and west of the Quapaw line, being the same lands more particularly described, or intended to be, in said bill, on a portion of which the city of Little Rock is built, all of which facts, as respondent is informed, he believes to be true.

From about a year previous to the date of the location above stated, ever since until within a year past, respondent has been engaged in the practice of law as the partner of said Chester Ashley, occupying one and the same law-office; but in fact respondent devoted himself amost exclusively to the business of the office, and but little of the business of the said Chester Ashley, either private or professional, was during that period transacted in said office.

Previous to the making of said locations, respondent had no knowledge or intimation whatsoever from said Ashley and Beebe, or either of them, or any other person, of any design or intention on their part, or either of them, to make such location, or that they or either of them, or any other person, of any design or intention on their part, or either of them, to make such location, or that they or either of them had purchased floating pre-emption claims of the persons named in said bill for any purpose, nor did respondent know or hear that such location had been made by said Beebe, until it subsequently transpired by common report, and not from him or said Ashley, nor did respondent have any part or concern in the matter of said location.

On or about the 6th day of July, A. D. 1838, the said Roswell Beebe executed his covenant to the mayor and alderman of the city of Little Rock, a copy of which covenant or instrument of writing is appended to said bill marked exhibit *W*, and here referred to, of which respondent was apprised at or about the time of its execution, and which was the first authentic information he had concerning the locations aforesaid.

Respondent then understood, and now understands, the object and intention of said covenant to be, to recover and protect the titles to lots in said city, held or claimed by the State, the streets and alleys and lots claimed by the city, and the lots and improvements of all property-holders in said city who claimed by deed or conveyance, by, through, from, or under any of the original owners or proprietors of the town of Little Rock, or those who were commonly known as such, but who were themselves expressly or by necessary implication excluded from all benefit or advantage under said covenant, and so far as respondent understands the declarations of said Ashley and Beebe, or either of them, in regard to said covenant, he does not remember to have heard them indicate any other or different object or intention on the part of said Beebe in executing said covenant, and each of them, to respondent's knowledge, have uniformly placed it upon the ground that the object and intention of said covenant was to protect, and secure, and quiet the titles of all property-holders in said city, who claimed under any of the original proprietors, many of whom had made valuable and lasting improvements, and all of whom stood in the attitude of innocent purchasers; but that those persons who had assumed to be the original owners and proprietors of the town of Little Rock, and who had received large sums of money for the sale of lots, without having themselves made any valuable improvements, if any at all in said city, and who never had any valid legal right, and not a shadow of equitable claim to the land in question, as against the government or any individual, were not entitled by the terms of said covenant, or in equity, to have a clear gift or donation made to them of land, or the lots so originally occupied and held by them, and certainly not in any event, unless they, and the said complainant in particular, would bear their fair proportion

of the expenses attending the procuring the title as aforesaid, under and by means of said locations.

On or about the first day of August, A. D. 1839, a meeting of a portion of the inhabitants of Little Rock was held at the Methodist Meeting-house in said city, in consequence of some excitement which had originated about a fortnight previous among those who were either opposed to the locations made by Mr. Beebe, or dissatisfied with his covenant. Respondent understood then, and believes it to be true, that said complainant was opposed to said locations of said Beebe, and that the excitement and meetings aforesaid were gotten up chiefly at his instance, through persons at Little Rock with whom he corresponded; it is also true, as respondent is informed and believes, that said complainant was dissatisfied and opposed to said covenant of said Beebe, and that he subsequently resisted the issuance of the patents on said locations at all times and by every means in his power.

At an informal meeting previously held on or about the 29th day of July, 1839, the chairman, Col. R. C. Byrd, appointed this respondent one of a committee of lawyers to examine the said bond or covenant of said Beebe, then on record, &c., for title to lots in said city, and report upon its sufficiency. At the meeting in question, held on the 1st day of August, 1839, respondent did report as his opinion, that the said covenant was valid and effectual as an assurance of title to all property held or claimed by the State, the city, and individuals, by conveyance derived from, by, or under the original proprietors, or any one or more of them, according to its terms; that it would operate as an estoppel upon said Beebe and those claiming under him, as against all such persons in possession of lots in said city deriving title from any one or more of said original proprietors; that the corporation of Little Rock were in law capable of accepting the trusts aforesaid, and if not, equity would not want a trustee to effectuate the objects of the trust, in favor of all those intended to be benefited by it, and complying with its conditions.

The other members of said committee, John M. Cocke, Albert Pike, and F. W. Trapnall, Esqrs., at the same time and place presented their report, directly the reverse of the foregoing in every particular, and they gave it as their opinion and the result of their investigations, that said covenant was "null and void, and that no suit either at law or in equity could be maintained upon it;" the meeting in question was thinly attended, and of those present not more than one in five were the owners and claimants of property in said city west of the Quapaw line.

Respondent did nothing more on that occasion than to present his report, which was read for him by Mr. Pike as chairman of the committee, nor was there any oral discussion or any vote or action taken upon either of said reports. On the 3d day of September, 1839, at the request of said Beebe, respondent, in common with many others, property-holders in said city, addressed a communication to Mr.

Whitcomb, Commissioner of the General Land-office, to the effect that respondent fully believed that the location of floats of said Beebe, and his bond of assurances of title to the corporation and property-holders of Little Rock were done in good faith, and that if these locations were confirmed it would be the readiest mode of quieting doubtful titles, and would be satisfactory to respondent and all the property-holders with but few exceptions, if any, in the city, and that respondent deemed it highly important to the improvement and prosperity of the city that the doubt and mistrust about titles should be speedily settled. The original report presented by this respondent, and a true and correct copy of the one presented by the other members of said committee, at said meeting, and a substantial copy of the letter written by respondent to said commissioner, are in the possession of respondent ready to be produced if desired by said complainant. With these exceptions and such instances as may have unavoidably presented themselves in the discharge of his professional duties, this respondent does not remember to have expressed any opinion in regard to said covenant, and never any other or different opinion. Respondent never did consider the said claimant and the other persons claiming to be the original owners and proprietors of the city of Little Rock, as property-holders in said city within the scope and description of said covenant, nor did he ever express such an opinion that they were embraced or intended to be in said covenant, and respondent was not at any time or occasion noisy or clamorous in regard to the matters aforesaid, as insinuated in said bill.

On the 23d day of March, A. D. 1840, Chester Ashley and wife and Roswell Beebe and wife, by their deed of that date, a copy of which is appended to said bill, marked exhibit *Y*, here specially referred to, and prayed to be made part hereof, the original being held subject to the inspection of parties and the order of the Court here, conveyed to this respondent a small piece of land in the shape of a gore or a gusset, about six feet wide at the base and running to a point at the distance of about one hundred and forty feet, along the old Quapaw line, on the west side of it, being parcel of the lands located by and patented to said Beebe as aforesaid, and designated as fractional block F, for the sum of one hundred and fifty dollars. The strip of land in question lies immediately adjoining to, and makes out the square of fractional lots ten, eleven, and twelve, in block No. eight, in Governor Pope's addition to the city of Little Rock, east of the Quapaw line, which line runs due north and south, and forms a small angle with the streets and alleys which are at right angles with the river. On the 2d day of September, 1839, A. H. Sevier and wife, by deed of that date, sold and conveyed those three lots to this respondent as and for full lots, for the consideration of $1650. Respondent afterwards ascertaining that they were not full lots as was supposed when he purchased them, called upon said Sevier to rescind the deed, or procure to said respondent the adjoining strip of land aforesaid, known as block F, who purchased the

same of said Ashley and Beebe for one hundred and fifty dollars, which he paid to them for this respondent, who at the request of said Sevier or his agent received the deed aforesaid directly to himself, and has ever since been in possession of said land, deriving whatever of rents and profits the same might yield, and by the right and title thereby conveyed, respondent claims to be and is the lawful owner thereof.

Some time in the latter part of the year 1843, respondent being desirous of purchasing fractional block 80, in said city, for his own use and occupation, with the view of improving the same, called upon said Ashley, whom he supposed owned the south half of said fractional block 80, and about the same time entered into a negotiation with David G. Ettee, of Hempstead County, for the purchase of the north half of said block, which he subsequently purchased of said Ettee for eight hundred dollars, and which said Ettee and wife afterwards conveyed to him by deed, dated October 12th, 1844; when respondent called upon said Ashley definitely to purchase said north half of said block embracing lots eleven and twelve, and twenty feet of lot ten, and which are also embraced within the limits of the land aforesaid, located by and patented to said Beebe, respondent was referred by said Ashley to said Beebe, and requested to agree with him for the purchase of the same, and informed that his conveyance would be good to respondent for the same. Respondent did subsequently purchase the same of said Beebe, for the full and fair consideration of sixteen hundred dollars, wholly and in good faith paid by this respondent to said Beebe, and said Beebe and wife conveyed the same to this respondent by deed, dated March 9th, 1844, a copy of which deed is appended to said bill, marked exhibit *Z*, which is here specially referred to, and prayed to be made part hereof, the original being held subject to the inspection of parties and the order of the Court here, and by the right and title thereby conveyed, respondent claims to be and is the lawful owner thereof.

At the time of excepting the conveyance aforesaid of said fractional F, and of purchasing the south half of said fractional block 80, of said Beebe, respondent was apprised that the said complainant had or pretended to have a claim to the property in question, but of the particular facts or circumstances as alleged in said bill, respondent was not informed, nor is he now, in any other manner as to the great mass of them, than is stated in said bill, and which of his own knowledge he knows not to be either true or false. Respondent does nor claim any supposed advantage of his being an innocent purchaser of said Beebe, with notice, actual or constructive, of the claim whatever it may be, of the said complainant.

In regard to said fractional block F, respondent did nothing more than accept the deed, as before stated. In regard to the south half of block 80, respondent purchased it in good faith, then and yet believing that said complainant had no right to it in law or equity; that he never had pretended to claim it under the covenant of said

Beebe, and that he had abandoned his claim by failing to bring suit for so many years, and that the title of said Beebe was good and indisputable. Respondent positively denies that the allegations contained in said bill, of combination between himself and said Ashley and Beebe, or either of them, to cheat, defraud, or injure the said complainant. If respondent believed he had any title, he would have purchased of him and not of said Beebe, and respondent made said purchase in good faith for his own use, and he relies solely upon the title of his grantors as conveyed to him as aforesaid.

Respondent had heard as part of the history of the early settlement of Little Rock, of the compromise spoken of in said bill between the alleged owners of the original pre-emption claim, and those who claimed under New Madrid locations; but of the particulars of said alleged compromise, respondent was not apprised at the time he purchased of said Beebe, nor had he any actual notice that said south half of block 80 was in any manner affected by said compromise to the prejudice of respondent's title, nor does he know it now, save as he is informed by said bill.

Respondent does not know of his own knowledge that said complainant ever had possession of the south half of said block 80. He believes it to be true from the information of others, and was so informed before he purchased of said Beebe, that the complainant some time in the year 1840, caused it to be enclosed or partially enclosed with a shackling fence of posts and plank, which respondent knows was soon afterwards broken down in many places, and the lots have always been waste and vacant, and since respondent has purchased them he pays taxes upon them, has protected them against waste of those who sought to haul away dirt, and to all intents and purposes has as much constructive possession of them as the said complainant, and would at any time eject him or any one claiming under him who would attempt to exercise any actual ownership or control over the lots in question.

Respondent does not know "whether said Beebe had at any time any title or pretence of title to the lots and part of lot in the 107th interrogatory mentioned [the south half of block 80], under the said original owners and proprietors of said town."

Respondent believes that the lots and lands in said bill claimed by the said complainant, are of the value of two thousand dollars or more of lawful money.

Respondent does not know as to any refusal of said Ashley and Beebe, or either of them, to cancel and give up their said patents, or to convey or quit-claim to said complainant the lands claimed by him as aforesaid, and respondent denies that any demand or request of any kind whatever, other than the bringing of this suit, ever was made upon him by said complainant to convey or quit-claim to him, the lands so as aforesaid conveyed to respondent by said Ashley and Beebe, and by said Beebe.

And respondent having answered and intended so to do, he prays

that said bill be dismissed, or in lieu thereof, that by decree of this Hon. Court his title may be quieted against the pretended claims of the said complainant, upon such aruments and proofs touching the matters aforesaid, as by the rules of this Hon. Court shall be necessary or proper to be made and heard, and that the said complainant refund to respondent his reasonable costs and charges in this behalf most wrongfully expended, &c.

WATKINS & CURRAN,
Sol. for Def't.

The affidavit of Geo. C. Watkins, the defendant named in the annexed within and foregoing answer, taken, sworn to and subscribed before Archibald H. Rutherford, Master in Chancery of the Circuit Court of the United States for the District of Arkansas, at the office of the Clerk of said Court, in the city of Little Rock, this 2d day of August, A. D. 1845. This affiant being first duly sworn, states on oath, that said answer and the matters and things therein set forth and contained, so far as the same rests within the knowledge of the said affiant are true as therein stated, and so far as the same are made upon the information of others, affiant verily believes the same to be true as therein stated.

GEORGE C. WATKINS.

Sworn to and subscribed before me, this 2d day of August, A. D. 1845.

A. H. RUTHERFORD,
Master and Com'r of the U. States Circuit Court, Dist. of Arks.

And at Rules, on the first Monday of October, A. D. 1845, being the 6th day of said month, the following proceedings were had before the Clerk of said Court, in his office, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

On Bill.

This day comes the said complainant, by Rings & Trapnall, his solicitors, and files his general replication to the answer of the said defendant, George C. Watkins, which is noted of record accordingly. And on motion of said complainant, by his solicitors aforesaid, it is ordered that his exceptions heretofore filed to the answers of the said

defendants, Chester Ashley and Roswell Beebe, be and the same hereby noted of record.

Attest: WM. FIELD,
Clerk.
By A. H. RUTHERFORD,
D. C."

Which replication is in the following words, to wit:—

"U. S. CIRCUIT COURT,
Oct. Rule day.

WILLIAM RUSSELL, Comp't,
vs.
GEO. C. WATKINS AND OTHERS, Deft's.

In Chancery.

The replication of said complainant, Russell, to the answer of the said defendant, Watkins.

This repliant, saving to himself all and all manner of exceptions to the manifold insufficiency of the said answer, for replication thereto, saith that he will aver and prove his said bill to be true, certain, and sufficient in law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant, without that, that every other matter or thing whatsoever in the said answer contained, material and effectual in said to be replied unto, and herein not replied unto, confessed and avoided, traversed or denied, is true; all which matters this repliant is, and will be ready to aver and prove, as the Honorable Court shall award, and humbly prays as in and by his said bill he hath already prayed.

PIKE & BALDWIN,
RINGS& TRAPNALL,
Compt's Solicitors.

Filed 5th October, 1845.

WM. FIELD,
Clerk.
By A. H. RUTHERFORD,
D. C."

The exceptions to the answer of Chester Ashley are in the following words and figures, to wit:—

"The exceptions of William Russell, complainant, to the separate answer of Chester Ashley, defendant, to the bill of complaint of said William Russell, in the Circuit Court of the United States for the Arkansas District, in Chancery exhibited.

And the said complainant excepts to said answer of said Chester

Ashley, and now here sits down and shows the following special grounds of exception thereto, to wit:—

1st. That his answer to the second interrogatory in said bill contained, the said respondent fails to show in what respect or particular the said plat, made exhibit *A* of said bill, is incorrect.

2d. That in his answer to the 3d interrogatory, the said respondent evades answering distinctly whether or not said Township One, north of range twelve west, was or was not within the limits of said County of Arkansas, as the same were prescribed by law, on the 12th day of April, A. D. 1814.

3d. That said respondent answers only as to his knowledge in regard to the matter inquired of by the 4th interrogatory, and does not answer the same as to his information, hearsay, or belief.

4th. That by the 6th interrogatory the said respondent is called upon to answer directly to the fact whether said Benjamin Murphy did not produce to said Register and Receiver, in September, 1820, at their said office, the evidence in support of his said pre-emption right, and prove the same to their satisfaction; to which respondent makes no direct answer whatever, nor, in fact, respond at all to said interrogatory, but denies the same merely by inference and argument, wholly evading a direct answer, or any answer whatever to said interrogatory, inasmuch as, after answering at great length that said Murphy was not entitled to any pre-emption, he only answers the interrogatory thus: "So the said respondent states that said Benjamin Murphy did not produce to said Register and Receiver, in September, 1820, at the land-office, the evidence in support of his said pre-emption right, and prove the same to their satisfaction."

5th. That by the 7th interrogatory, the said respondent is called upon to answer directly to the fact, "Whether said Register and Receiver did not then adjudge and decide his evidence to be sufficient, and allow and grant his [said Murphy's] pre-emption right." To which the respondent makes no direct answer whatever, nor in any way respond to *the fact*, but answering that all the proceedings before said Register and Receiver were *coram non judicie* and void, and states inferentially, "And so said respondent states that said Register and Receiver did not then adjudge and decide his evidence to be sufficient, and allow and grant his said pre-emption right."

6th. That said respondent, in answering interrogatories 9, 10, 11, 12, and 13, answers each only as to his knowledge, without answering as to his information, hearsay, and belief.

7th. That by the said 14 interrogatory the respondent is required to state what interest in said pre-emption claim said Murphy retained on the 8th day of March, 1821, and whether it was more than one-sixteenth part, which question he evades answering by denying that he ever had any just claim to said pre-emption right.

8th. That said respondent answers the 15th interrogatory only as to his knowledge, without stating his information, hearsay, and belief.

9th. That said respondent answers the 16th interrogatory only as to his knowledge, without stating his information, hearsay, and belief.

10th. That by the 17th interrogatory the respondent is called on to answer as to the *fact*, whether the New Madrid claims, therein mentioned, were really located on certain lands therein mentioned; to which he responds that they were attempted to be located, but the attempted locations were void, thus evading any answer to the question.

11th. That said 20th interrogatory inquires, among other things, whether the complainant was not the rightful owner of the half of said pre-emption claim, and said Conway, Crittenden, Trimble, Oden, Eskridge, and Hardin the owners, reputed and undisputed, of the other half, in equal proportion, *prior* to November 20, 1821; to which respondent makes no answer whatever.

12th. That by the 21st interrogatory the respondent is inquired of, among other things, "whether the complainant and other owners of said town did not, on the 20th November, 1821, execute a certain bill of assurances, described in said original bill;" to which he answers that he "understood they executed what was called a bill of assurances," thereby evading any answer to so much of said question.

13th. That said respondent answers said 22d interrogatory only as to his knowledge, without stating his information, hearsay, or belief.

14th. That by said 23d interrogatory it is inquired whether the particular bill of assurances, and the particular original plat referred to and particularly mentioned and described in the bill, were not recorded in the County of Pulaski, at a particular time and in a particular manner in the bill alleged. To which the respondent unfairly and evasively answers, that he believes that *the* bill of assurances and *a* plat of the town were recorded in the County of Pulaski, but at what time or in what manner respondent does not know. Thus evading to answer as to his knowledge, information, and belief, whether the plat so recorded was or was not the one mentioned in the interrogatory, and not stating his information, hearsay, or belief as to the time and manner of recording.

15th. That by said 24th interrogatory it is inquired whether exhibit *G*, *G* is a true copy of said original, recorded, signed plat, as it now exists, mutilated and effaced, in the Recorder's office. To which he answers that he does not know whether a fragment of the plat now in the Recorder's office is part of the original or not, without stating his information, hearsay, or belief, and that he believes the exhibit *G*, *G* is a true copy of the fragment of *a* plat found there, without answering whether to his knowledge, information, hearsay, or belief that is or is not the same plat mentioned in the bill.

16th. That to said 25th interrogatory he answers only as to his knowledge, and not as to his information, hearsay, or belief.

17th. That by said 28th interrogatory it is inquired whether a

particular compromise mentioned and specially set forth in the bill, was not made on November 22d, 1821, between the owners of said pre-emption and New Madrid claims, by the complainant and his co-owners executing the deed, a copy whereof is exhibit *K*, and by said respondent for himself, and as attorney for his co-owners executing the deed, a copy whereof is part of exhibit *L*. To which respondent unfairly and evasively answers "that the compromise above mentioned (meaning a compromise incidentally mentioned in his answer to interrogatory 20), made on the 22d of November, 1821, between the *pretended* owners of the said *pretended* pre-emption and the owners of the New Madrid claim, this respondent and others executed a deed, intended and expressly declared to warrant no other title better than a complete release and quit-claim of and warrantee against any future claim that could in any way possible come against the said reputed owners of said pretended pre-emption, under, by, or through any one or more of the aforesaid three New Madrid certificates aforesaid; and respondent states that he does not *know* whether exhibit *L* is a complete copy of the deed executed or not, and has no means of ascertaining;" thus evading an answer whether the compromise so made is the particular one mentioned in said bill, wholly failing to state whether the deed copied as exhibit *K* formed a part of said compromise, and stating only his knowledge as to exhibit *L*, without stating his information, hearsay, or belief.

18th. That said interrogatory 29 inquires whether the deed copied as exhibit *L* was not ratified and confirmed as therein mentioned; to which he answers that the deed mentioned in his answer to interrogatory 28 was ratified *was ratified* and confirmed without saying whether it was or was not the same deed.

19th. That in the answer to interrogatory 38, respondent answers that he has no *knowledge* of the division alleged to have been made by complainant and his co-claimants, and has no knowledge of the deed referred to, and does not know that exhibit *M* is a copy thereof, but believes it to be *a copy of the record of said deed;* thus evading all answer as to his information, hearsay, and belief, in regard to the matters inquired of.

20th. That in the answer to interrogatory 41, respondent answers that he does not know the allegations as to which he is inquired of to be true, and therefore he denies the same, and requires proof, without answering as to his information, hearsay, or belief.

21st. That in the answer to interrogatory 42, respondent answers only as to his knowledge, and not as to his information, hearsay, or belief.

22d. That by interrogatory 45 it is asked, "Whether the Register and Receiver at Batesville did not, on the 10th January, A. D. 1825, decide that your orator had the right to enter said land by virtue of said pre-emption right, and allow him to enter and purchase accordingly? To which he answers that he has no *knowledge* of any such decision, and does not admit, but denies that it was made, without

stating his information, hearsay, or belief;" that if the pre-emption was lawfully granted, it could only have been entered in the name of Murphy, and if any sheriff's deed was presented, purporting to convey Murphy's interest, it was null and void, and if good, could only have conveyed one-sixteenth of the pre-emption, and *so* respondent does not admit, but expressly denies that said officers suffered the complainant to enter said land, under said pre-emption. After which, stating that the pre-emption claim was forfeited, respondent avers that said officers did, on the 10th of January, 1825, suffer said complainant to enter said land in his own name, all which is evasive, and an attempt to escape from answering fully and fairly the said interrogatory.

23d. That in the same answer to interrogatory 45 are included matters and conclusions of law, and other things irrelevant and impertinent.

24th. That by interrogatory 46, it is inquired whether the complainant did not then there, in his own name, enter, purchase, and pay for said lands, under said pre-emption right, and obtain certain particular duplicate receipts therefor, especially mentioned in the bill. To which respondent unfairly, evasively, and disingenuously answers, "that complainant did there, in his own name, *attempt* to enter, purchase, and pay for said lands; but whether this was done under said *pretended* pre-emption respondent does not know; that he obtained duplicate receipts which on their face refer to the pre-emption claim, and are not the usual or proper receipts given under any pre-emption claim; that he *supposes* complainant *intended* and endeavored to make such entry under the pre-emption claim and sheriff's deed, in his own name, thus fraudulently inducing the officers to decide on the validity of such pretended transfer, contrary to law and without authority, and so that complainant did not enter, purchase, and pay for said lands under said pre-emption right, and obtain *lawful* duplicate receipts therefor," thus evading any answer direct to the facts.

That in answering the 53d interrogatory, the respondent answers that he paid the one-half of the purchase-money for the said fractional quarter section, by virtue of an agreement with said complainant and *others*, at the time of said compromise," without stating who these others are.

25th. That to interrogatory 54, said respondent answers only as to his knowledge, and not as to his information, hearsay, or belief.

26th. That to interrogatory 55, the respondent answers only as to his knowledge, and not as to his information, hearsay, or belief.

27th. That in his answer to interrogatory 56, in regard to the deed of partition therein mentioned, the respondent answers only as to his knowledge, and not as to his information, hearsay, or belief.

28th. That in his answer to interrogatory 57 and 58, the respondent answers only as to his *knowledge*, and not as to his information, hearsay, or belief.

29th. That in his answer to interrogatory 59, the respondent states that he and his wife conveyed the lots and blocks therein mentioned to *some person*, but to whom his papers do not show; that he does not *know* whether they were conveyed to complainant, but *supposes* it was; all which is very unfair, disingenuous, and evasive.

30th. That in answering the 71st interrogatory, omitted to state the prices at which said several floats there mentioned were purchased by said Roswell Beebe.

31st. That in answering the 73d interrogatory, the respondent states only his *knowledge* as to whether exhibit *T* is a true copy, and that he presumes it to be so, without stating his belief, or admitting or denying it.

32d. That by the 95th interrogatory, the respondent is required to state *how many* of the property-holders in the city of Little Rock did join in their request to the Commissioner of the General Land-office for the issuance of patents to the defendant Roswell Beebe; and said respondent avoids and evades answering definitely as to the number.

33d. That by interrogatory 114, it is asked whether said grant of pre-emption did not remain wholly unreversed when said floats were located, and for more than twelve months thereafter? To which no direct answer is given, or any answer other than that by a prior decision made in another case, the principle was established that the pre-emption was void.

34th. That by interrogatory 115, it is asked whether the defendants, Ashley & Beebe, did not procure a decision that said New Madrid locations were invalid, while they still remained located on said lands;" to which no direct answer is given, or any answer other than that by a prior decision in another case it was established that all such locations were void.

35th. That by interrogatory 116 it is asked, what interest said Ashley & Beebe ever had in said New Madrid claims, to which respondent evasively answers that the claims were void, and therefore they had no interest whatever."

36th. That in answering the 119th interrogatory, the respondent does not state whether the ground of decision mentioned therein was the only one; but states it to be *one of the grounds*, without stating on what other grounds the decision was made.

All which grounds of exceptions the complainant prays may be examined, and his exceptions, when examined, allowed, inasmuch as said answer is in said respect very evasive, unfair, and insufficient; and that said respondent be compelled to answer as to the matters hereby excepted to.

RINGO & TRAPNALL,
PIKE & BALDWIN."

"Filed October 1st, 1842.

WM. FIELD,
Clerk.
By A. H. RUTHERFORD,
D. C."

The following exceptions were filed to the answer of Roswell Beebe, to wit:—

"The exceptions of William Russell, complainant, to the separate answer of Roswell Beebe, defendant, to the bill of complaint of said William Russell, in the Circuit Court of the United States for the Arkansas District, in Chancery exhibited.

And the said complainant excepts to said answer of said Roswell Beebe, and now here sits down and shows the following special grounds of exception thereto, to wit:—

1st. That said respondent answers interrogatory 8 only as to his knowledge, and not as to his information, hearsay, or belief.

2d. That said respondent answers interrogatories 10, 11, 12, and 13 as to his knowledge, without answering each as to his information, hearsay, and belief.

3d. That said respondent states in answer to interrogatory 14 that he did not know what interest said Murphy claimed to have in said pretended pre-emption right on the 8th of March, 1821, without stating his information, hearsay, or belief.

4th. That said respondent answers interrogatories 15 and 16 only as to his knowledge, and not as to his information, hearsay, and belief.

5th. That by the 17 interrogatory the respondent is called on to answer as to the *fact* whether the New Madrid claims therein mentioned were located on the certain lands therein mentioned; to which he responds, that they were *attempted* to be located, but the *attempted* locations were void, thus evading any answer to the question.

6th. That to the 18th and 19th interrogatories, respondent answers only as to his knowledge, and not as to his information, hearsay, or belief.

7th. That to the 24th and 25th interrogatories, respondent answers as to his knowledge only, and not as to his information, hearsay, and belief.

8th. That by said 28th interrogatory it is inquired whether a particular compromise, mentioned and specially set forth in said bill, was not made on the 22d November, 1821, between the owners of said pre-emption and New Madrid claims by the complainant and his co-owners, executing a deed, a copy whereof is exhibit *K*, and said Ashley for himself and as attorney for his co-owners, executing a deed a copy whereof is part of exhibit *L*, to which he evasively answers that he *knows* nothing in relation to said alleged compromise save as his is informed by said bill, and shown by said exhibits marked *K* and *L*," without answering as to his information, hearsay, and belief; and without admitting or denying the execution of said deeds, and whether they are correctly exhibited.

9th. That said interrogatory 24, inquiring whether said deed, copied as exhibit *L*, was not ratified and confirmed as in the bill is alleged; to which he answers that he *knows* nothing in regard to the ratifica-

tion of said deed, save as shown by the indorsement thereon, without stating his information, hearsay, or belief, or admitting or denying the genuineness of said indorsement, and whether it is truly exhibited.

10th. That said respondent answers interrogatory 38 only as to his *knowledge*, and not as to his information, hearsay, or belief.

11th. That said respondent answers interrogatory 43 and 44 only as to his knowledge, and not as to his information, hearsay, or belief.

12th. That said respondent answers interrogatory 50 and 51 only as to his knowledge, and not as to his information, hearsay, or belief.

13th. That said respondent answers interrogatories 55, 56, and 57 only as to his knowledge, and not as to his information, hearsay, or belief.

14th. That in the answer to interrogatory 59, while the respondent admits that the records of the county show the conveyances therein mentioned to be made, he further states " that he knows nothing in relation to said conveyances except as shown by the records thereof, thus evading any direct answer and not stating his belief, information, or hearsay.

15th. That in answering the 66th interrogatory, the respondent states that he does not know what the taxable value of said city was, or what the buildings and improvements on said lands were worth prior to the year 1838, without stating his information, hearsay, or belief in regard thereto.

16th. That in answering the 68th interrogatory, the respondent states that he does not know whether or not said Henry Elliott claimed any interest in said town at the time of his death, without stating his information, hearsay, or belief.

17th. That in answering interrogatory 100, the respondent answers only as to his knowledge, and that he presumes exhibit *X* to be a true copy *because* it is copied, without stating his belief in regard thereto.

18th. That in answering interrogatory 108, the respondent answers as to complainant's possession of said lots in block 80 only as to his knowledge, without stating his information, hearsay, or belief.

19th. That in answering the 119 interrogatory, the respondent does not state whether the ground of decision mentioned therein was the only one, but states that it was one of the grounds, without stating on what other grounds the decision was made.

All which grounds of exception the complainant prays may be examined, and his exceptions, when examined, allowed, inasmuch as said answer in said respects is evasive, unfair, and insufficient, and that said respondent be compelled to answer anew as *as* to the matters hereby excepted to.

RINGO & TRAPNALL,
PIKE & BALDWIN."

"Filed October 1st, 1845.

WM. FIELD,
Clerk.
By A. H. RUTHERFORD,
D. C."

And at rules in the Clerk's office of the United States Circuit Court for the District aforesaid, on Monday, the 3d day of November, A. D. 1845, before the Clerk of said Circuit the following proceedings were had, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

In Chancery.

And now on this day comes the said complainant, by his solicitors, and on his motion it is ordered that the exceptions heretofore filed in this cause to the several answers of the defendants Ashley and Beebe, by the complainant, be set down for hearing at the next rule day before the judge, &c.

Attest: WM. FIELD,
Clerk."

And at rules in the Clerk's office of said Circuit Court, before the Clerk thereof, on Monday, the first day of December, A. D. 1845, the following further proceedings were had in said cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

CHESTER ASHLEY, and ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

In Chancery.

This day came the said parties, by Pike and Curran their solicitors, and upon their motion and by consent it is ordered that the hearing of the exceptions to the answers of the defendants Ashley and Beebe be and the same is continued until the first Monday of January next, before the judge, &c."

And at rules in the Clerk's office of said Circuit Court, before the Hon. Benjamin Johnson, United States District Judge, on the sixth day of April, 1846, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

CHESTER ASHLEY and ROSWELL BEEBE, Defendants.

In Chancery.

"This day came the said complainant, by Trapnall his solicitor, and it is ordered by the judge that the hearing of the exceptions in

this case be and the same are hereby continued until Monday next, before the Circuit Court.

B. JOHNSON."

And at a Circuit Court of the United States for the District of Arkansas, continued and holden at the court-house, in the city of Little Rock, on the 15th day of April, A. D. 1846, the Hon. Benjamin Johnson, United States District Judge, present, and holding said term of the Court, the following proceedings were had, to wit:—

"WILLIAM RUSSELL, Complainant,
vs.
CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

On Bill in Chancery.

This day came the parties, by their solicitors, and argued the exceptions filed by the complainant to the answers of Chester Ashley and Roswell Beebe, and not concluding, the same was adjourned over."

And at the same term of said Court, continued and holden as aforesaid, on the 20th day of April, A. D. 1846, the Hon. Benjamin Johnson, U. States Judge, presiding, the following further proceedings were had, to wit:—

"WILLIAM RUSSELL, Complainant,
vs.
CHESTER ASHLEY *et al.*, Defendants.

In Chancery.

On motion it was ordered that the argument upon the exceptions filed in this case be continued over until to-morrow."

And at the same term of said Court, continued and holden as aforesaid, on the 21st day of April, A. D. 1846, the Hon. B. Johnson presiding, the following further proceedings were had in this case, to wit:—

"WILLIAM RUSSELL, Complainant,
vs.
CHESTER ASHLEY AND OTHERS, Defendants.

Chancery.

And now on this day came the parties aforesaid, by their solicitors, and resumed the argument upon the exceptions filed in this case, and not concluding, on motion the same is adjourned over until to-morrow."

And on the same day, at the same term, the following further order was made in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,
vs.
CHESTER ASHLEY AND OTHERS, Defendants.
Chancery.

And now, on this day comes the parties aforesaid, by their solicitors, and on their motion it is ordered that they have, and leave is hereby granted them to publish all the depositions taken in this case."

And at the same term of said Court, continued and holden as aforesaid, on the 24th day of April, A. D. 1846, the Hon. Benj. Johnson, U. States Judge, presiding, the following further proceeding were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,
vs.
CHESTER ASHLEY AND OTHERS, Defendants.
In Chancery.

This day came the parties aforesaid, by their solicitors, and concluded the argument upon the exceptions to the answers of Ashley and Beebe, in this case, whereupon the same were submitted to the Court and taken under advisement."

And at the same term of said Court, continued and holden as aforesaid, on the first day of May, A. D. 1846, the Hon. Benjamin Johnson, U. States Judge, presiding, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,
vs.
CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.
In Chancery.

And now, on this day come the said complainant, by Rings and Trapnall, his solicitors, and on their motion, it is ordered by the Court that the injunction heretofore granted in this case be and the same is continued until the further order of this Court."

And at the same term of said Court, continued and holden as aforesaid, on the second day of May, A. D. 1846, the Honorable Benjamin Johnson, U. States Judge, presiding, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

In Chancery, on Supplemental Bill filed.

And now, on this day come the complainant, by Ringo and Trapnall, his solicitors, and filed his supplemental bill in this case, which among other things prays an injunction to stay perpetually all further proceedings at law in a certain action of trespass on the case on promises instituted by one of the said defendants (Roswell Beebe), in the Circuit Court of Pulaski County, against the said complainant, which suit has been certified unto this Court on the common law side thereof, where the same is now pending and undetermined, and upon the hearing of the said supplemental bill and considering of the matters and things therein set forth and charged, it is ordered by the Court that the injunction prayed for be granted, and that the said complainant shall enter into bond to the said Roswell Beebe, before the Clerk of this Court, in the sum of two thousand dollars, with Daniel Ringo as his security, conditioned according to law, &c."

The following is a copy of the bond filed according to the foregoing order, to wit:—

"Know all men by these presents, that we, William Russell as principal, and Daniel Ringo as his security, are held and firmly bound unto Roswell Beebe in the penal sum of two thousand dollars, to be paid to the said Roswell Beebe, his executors or administrators; for which payment, well and truly to be made, we bind ourselves, jointly and severally, and our respective heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated the 18th day of May, A. D. 1846.

The condition of the above obligation is such that, whereas the above bounden William Russell, heretofore, to wit, on the second day of May, A. D. 1846, filed his supplemental bill of complaint, by him exhibited to the Honorable Circuit Court of the United States for the District of Arkansas, against the above named Roswell Beebe, Chester Ashley, and George C. Watkins, defendants there named, in and by which supplemental bill, he prayed amongst other things an injunction to stay perpetually all further proceedings at law in a certain action of trespass on the case, instituted in the Circuit Court in and for the county of Pulaski and State of Arkansas, by the said Roswell Beebe, against the said William Russell, which suit has been certified unto this Court, on the common law side thereof, where the same is now pending and undetermined. And whereas also, the Honorable the Circuit Court of the United States for the District of Arkansas, upon the supplemental bill aforesaid, exhibited as aforesaid, has granted and allowed the injunc-

tion prayed by said William Russell, according to the prayer of said supplemental bill, upon the said William Russell giving bond, with good security, in the penal sum of two thousand dollars, to said Roswell Beebe, conditioned to pay all the damages that may be occasioned by the granting of said injunction, if the same shall be dissolved.

Now, therefore, if the above bound William Russell and Daniel Ringo, their heirs, executors, or administrators, shall well and truly pay to said Roswell Beebe, his executors or administrators, all such damages as the said Roswell Beebe may sustain by reason of the injunction aforesaid, if the same shall be dissolved, then the above obligation to be void; otherwise to be and remain in full force and virtue.

WM. RUSSELL, [SEAL.]
DANIEL RINGO. [SEAL.]

Signed, sealed, and delivered in my presence, this 18th day of May, 1846, the words "The Circuit Court of the United States in and" being underlined before signing.

WM. FIELD,
Clerk.

By D. W. CARROLL,
D. C."

"*District of Arkansas, sct.*

I, William Field, Clerk of the Circuit Court of the United States for the District aforesaid, do hereby approve of the above bond, the security having been approved by the Honorable the Circuit Court of the United States for the District aforesaid, at the time of the injunction in the cause mentioned in said bond. May 18th, 1846.

Attest, WM. FIELD,
Clerk.

By D. W. CARROLL,
D. C."

"Filed May 18th, 1846.

WM. FIELD,
Clerk.

By D. W. CARROLL,
D. C."

And at the same term of said court, continued and holden as aforesaid on the 17th day of August, A. D. 1846, the Honorable Benjamin, United States Judge, presiding and holding said court, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

In Chancery.

This day came the parties by their solicitors, and the Court being now fully advised of and concerning the plaintiff's exceptions to the answers of the defendants Chester Ashley and Roswell Beebe, find that the 1st, 3d, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 22d, 24th, 25th, 26th, 27th, 28th, 30th, and 35th of such exceptions to the answer of said defendant Ashley are well taken, and the answer is insufficient in the matters thereof respectively; and that the 2d, 21st, 23d, 29th, 31st, 32d, 34th, 36th, and 37th of such exceptions are not well taken, and that the answer is sufficient in the matters thereof respectively. And the Court further find that the 1st, 2d (except as to answer to 13th interrogatory), 3d, 4th, 5th, 6th, 8th, 9th, 10th, 11th, 13th, 14th, 15th, 16th, 18th of such exceptions to the answer of said defendant Beebe, are well taken, and that the answer is insufficient in the matters thereof respectively, and that the 12th, 17th, and 19th of such exceptions are not well taken, and that the answer is sufficient in the matters thereof respectively. It is therefore ordered by the Court, that said defendants have until the first Monday in October next to file their answers."

And at the same term of said court, continued and holden as aforesaid on the 31st day of October, A. D. 1846, the Honorable Benjamin Johnson presiding, the following further proceedings were had in this case, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

In Chancery.

This day comes the said complainant, by Ringo and Trapnall his solicitors, and files his motion for an extension of time until the first Monday of January next to file exceptions to the answers of said defendants Ashley and Beebe, and the Court being fully advised of and concerning said motion, orders that the time for filing said exceptions be extended until the first Monday of January next, as prayed for in said motion."

The following is a copy of said motion, to wit:—

"In the Circuit Court of the United States:

William Russell, Complainant,

vs.

Chester Ashley, Roswell Beebe, and George C. Watkins, Defendants.

In Chancery.

The said complainant, by his solicitors, states and shows to the Court here that they have been so engaged in this and other courts that they have had no opportunity of examining the answers of said defendants, Chester Ashley and Roswell Beebe, filed in this case on the first Monday of this month (October, 1846), under the order and by the leave of this Court. Wherefore they pray this Court to grant them further time until the first Monday of January next to prepare and file their exceptions to said answers, if they shall, upon examination of the counsel of said complainant, be deemed insufficient, or to file his replications to said answers.

RINGO & TRAPNALL,
Solicitors for Complainants."

"Filed October 31, 1846.

WILLIAM FIELD, *Clerk.*
By D. W. CARROLL, *D. C.*"

And at Rules, before the Clerk of said Circuit Court, held in his office on Monday, the 4th day of January, A. D. 1847, being the first Monday of said month, the following further proceedings were had in this cause, to wit:—

"William Russell, Complainant,

vs.

Ashley, Beebe, and Watkins, Defendants.

On this day comes the said complainant by solicitor, and files his exceptions to the said defendant's (Ashley's) further answer, and also his exceptions to said defendant Beebe's further answer."

Which exceptions to the further answer of Ashley are in the following words and figures, to wit:—

"The exceptions of William Russell to the further answer of Chester Ashley, a defendant to the bill of complaint of said Russell in the U. S. Circuit Court for Arkansas District, exhibited.

The complainant excepts to said further answer of said Chester Ashley, and now here sits down and shows the following causes or grounds of exception thereto, to wit:—

1st. That the defendant has filed a further answer to the fifth interrogatory when no such answer was required, the original answer being sufficient and not excepted to.

2d. To the sixth interrogatory the defendant answers, that Benj. Murphy did not produce to the Register and Receiver evidence in support of his claim to pre-emption, and have the same proven to their satisfaction, being substantially identical with the same answer adjudged insufficient.

3d. That he avoids an answer to the 7th interrogatory by saying that the Register and Receiver did not adjudge the complainant's evidence sufficient where the interrogatory inquires whether Murphy's evidence was not adjudged sufficient, &c. The answer is in substance the same as that to which the exceptions was before sustained.

4th. That defendant's answer to the 8th interrogatory is uncertain, in that after denying that exhibit *B* is a true copy, the denial is attempted to be explained and qualified by averring it to be an extract of a memorandum; and the original answer to the 8th interrogatory is not excepted to at all.

5th. To the 9th interrogatory the defendant answers that he has neither knowledge or information as to the President's proclamation, and leaves the interrogatory in fact unanswered by neither admitting or denying that such proclamation was made.

6th. To the 10th interrogatory defendant denies any knowledge or belief relative to the sale by Murphy to Trimble and Dickinson, but he neither admits or denies that such sale was made.

7th. To the 11th interrogatory the defendant attempts an argumentative answer, but leaves the *first* of the question unanswered; he neither admits or denies the correctness of exhibit *C*.

8th. To the 12th interrogatory, knowledge, information, and belief are all denied, but there is neither admission or denial that such sale was made.

9th. That the 13th interrogatory is unanswered; an argument is made that from the fact of their being certified he believes the same are correctly copied; thus the question wholly unanswered; the truth of the exhibit is neither admitted or denied.

10th. By the answer to the 14th interrogatory the defendant denies knowledge as to the extent of Murphy's interest, but leaves the interrogatory substantially unanswered by neither admitting or denying some interest.

11th. That the answer to the 15th interrogatory neither fully admits nor yet denies the execution beyond sale, as alleged in connection with that interrogatory; thus in substance leaving the question unanswered.

12th. That in his answer to the 16th interrogatory defendant neither admits the sale to Crittenden, Trimble and Eskridge, or denies it.

13th. To the 17th interrogatory the defendant answers that the New Madrid certificates were not located so as to cover Murphy's pre-emption, or any adjoining lands claimed to be covered by any pre-emption.

14th. That in attempting an answer to the 20th interrogatory,

the defendant proceeds to 'further respond,' and instead of answering whether the complainant and the other persons named were not in possession, &c., he attempts a judgment upon the merits of their claim, and leaves the question of possession and reputation wholly unanswered.

15th. The 21st interrogatory inquires whether the plat of survey of Little Rock was not established, and the bill of assurances executed by complainant and others, to which the defendant answers only argumentatively, and evasively answering that complainant and others were not the owners of the town; thus leaving the question, 'Did these persons, with complainant, establish the plat and execute the bill of assurances alleged?' entirely unanswered.

16th. The 22d interrogatory inquires whether the complainant and other co-owners did not cause duplicate plats to be executed, and defendant answers that he neither has knowledge or belief about it, but neither admits or denies that such duplicates were made.

17th. The 23d interrogatory inquires whether the plat and bill of assurances were not recorded in a particular manner? The defendant attempts an evasive answer by saying there was *any* law authorizing any such record; thus leaving the question wholly unanswered, besides other irrelevant and impertinent matters attempted to be put as an answer to that interrogatory.

18th. In his answer to the 24th interrogatory, defendant neither admits or denies that *G G* is correctly exhibited, thus leaving the object of the interrogatory wholly unanswered.

19th. Defendant neither admits or denies that exhibit *H* is a correct duplicate of the original recorded plat mentioned in the 25th interrogatory.

20th. To the 28th interrogatory, the defendant attempts a further answer, thus leaving his answer to that question detached, and in fact leaving part of the question not answered by neither admitting or denying the truthfulness of exhibit *L*.

21st. That in answer to the 38th interrogatory, the defendant neither admits nor denies the alleged partition or the correctness of exhibit *M*.

22d. In answer to the 41st interrogatory, defendant neither admits or denies that compl't attended at the seat of Justice of Independence County, in the said office, more than two weeks before the 3d Monday in October, 1823, prepared and for the purpose of entering said land.

23d. That in his answer to the 45th, the defendant again attempts to escape from answering the question directly and positively, and answers substantially as he before did, which answer has been adjudged insufficient.

24th. In answer to the 54th interrogatory, the defendant neither admits or denies that Dickinson conveyed to Hardin, as alleged.

25th. In answer to the 55th interrogatory, the defendant neither admits or denies the partition of said town, as alleged.

26th. The 56th interrogatory inquires whether certain lots were not conveyed to complainant in a certain manner, but defendant answers and says they were not conveyed to him (the defendant, &c.), thus leaving the question without pretext of answer.

27th. To the 57th interrogatory the defendant evades an answer by saying he don't know what lots were sold to Hardin, &c., and neither admits the truthfulness of that or any other conveyance of that interest, thus in effect leaving the question without answer.

28th. In the answer to the 58th interrogatory, def't neither admits or denies the conveyance from Hardin to complainant.

29th. That in the 71st interrogatory, def't is inquired of as to whether Beebe did not contract with Jackson, and Joel Crane, and George Harris, for certain floats, &c., and the defendant answers impertinent matters as a further answer.

30th. In the 116th interrogatory, defendant is required to discover the extent of interest that he and Beebe claimed in the New Madrid claims, located upon the town of Little Rock, and how that interest was obtained. The defendant attempts completely to evade any answer to that question by setting up that that New Madrid claims were not confirmed, thus leaving the question entirely without answer.

All which grounds of exception the complainant prays may be examined and his exceptions allowed, because the answer in the above respects is very evasive, unfair, and insufficient, and that said defendant be compelled to answer anew as to the matters hereby excepted to.

RINGO & TRAPNALL,
PIKE & BALDWIN.

" Filed Jan'y 4th, 1847.

WM. FIELD,
Cl'k.

By D. W. CARROLL,
D. C.

" The exceptions of William Russell, complainant, to the answer of Roswell Beebe, defendant to the bill of complaint of said William Russell, in the Circuit Court of the United States for the Arkansas District, in Chancery, exhibited.

The complainant excepts to said answer of said Beebe, and here sits down and shows the following causes of exception thereto, to wit:—

1st. That in answering the 8th interrogatory, the defendant neither admits or denies the correctness of exhibit *B*, but attempts to evade a direct and perfect answer by declaring what is competent or proper evidence of a fact.

2d. In answering the 10th interrogatory, the defendant neither admits or denies the sale by Murphy to Trimble and Dickinson.

3d. In answering the 11th interrogatory, def't neither admits or denies the correctness of exhibit *C.*

4th. In answer to the 12th interrogatory, the def't neither admits nor denies the sale by Murphy *et ux.* and Trimble and Dickinson to complainant.

5th. In answer to the 13th interrogatory, the def't neither admits or denies the genuineness of the exhibit in that interrogatory mentioned.

6th. That the answers to the 14th and 15th interrogatory is uncertain, irresponsive, and evasive.

7th. The answer to the 16th interrogatory neither admits or denies the conveyance by compl't to Crittenden and the others therein named.

8th. The 17th interrogatory inquires whether the New Madrid claims were not located on the pre-emption claim of Murphy and the adjoining lands: the defendant argues away the question, and finally leaves it unanswered.

9th. That the answer to the 19th interrogatory neither admits the genuineness of exhibit *F.*

10th. The answer to the 29th interrogatory neither admits nor denies the ratification of the deed made by Ashley as attorney, &c.

11th. That the answer to the 44th interrogatory neither admits nor denies that compl't was assured by said Register and Receiver that he could not forfeit his claim, so long as no plat was filed.

12th. The answer to the 57th interrogatory neither admits nor denies the conveyance of said lots to said Hardin.

13th. That the answer to the 59th interrogatory neither admits nor denies the conveyance of Ashley *et ux.* to complainant.

14th. The answer to the 66th interrogatory fails to discover the taxable value of said property, or the value of improvements, and is in other respects evasive, and uncertain, and insufficient.

15th. The answer to the 68th interrogatory is evasive and irresponsive, in not disclosing the extent claimed by said Henry Elliot in said town at the time of his death.

16th. The answer to the 108th interrogatory is evasive and irresponsive, in not admitting or denying the possession of the complainant.

All which grounds of exception the complainant prays may be examined, and when so done be allowed, because the answer is in these respects very evasive, unfair, and insufficient, and that the defendant be compelled to answer over, &c.

RINGO & TRAPNALL,
PIKE & BALDWIN.

" Filed Jan'ry 4th, 1847.

WM. FIELD,
Cl'k.

By D. W. CARROLL,
D. C."

26th. The 56th interrogatory inquires whether certain lots were not conveyed to complainant in a certain manner, but defendant answers and says they were not conveyed to him (the defendant, &c.), thus leaving the question without pretext of answer.

27th. To the 57th interrogatory the defendant evades an answer by saying he don't know what lots were sold to Hardin, &c., and neither admits the truthfulness of that or any other conveyance of that interest, thus in effect leaving the question without answer.

28th. In the answer to the 58th interrogatory, def't neither admits or denies the conveyance from Hardin to complainant.

29th. That in the 71st interrogatory, def't is inquired of as to whether Beebe did not contract with Jackson, and Joel Crane, and George Harris, for certain floats, &c., and the defendant answers impertinent matters as a further answer.

30th. In the 116th interrogatory, defendant is required to discover the extent of interest that he and Beebe claimed in the New Madrid claims, located upon the town of Little Rock, and how that interest was obtained. The defendant attempts completely to evade any answer to that question by setting up that that New Madrid claims were not confirmed, thus leaving the question entirely without answer.

All which grounds of exception the complainant prays may be examined and his exceptions allowed, because the answer in the above respects is very evasive, unfair, and insufficient, and that said defendant be compelled to answer anew as to the matters hereby excepted to.

RINGO & TRAPNALL,
PIKE & BALDWIN.

"Filed Jan'y 4th, 1847.

WM. FIELD,
Cl'k.

By D. W. CARROLL,
D. C.

"The exceptions of William Russell, complainant, to the answer of Roswell Beebe, defendant to the bill of complaint of said William Russell, in the Circuit Court of the United States for the Arkansas District, in Chancery, exhibited.

The complainant excepts to said answer of said Beebe, and here sits down and shows the following causes of exception thereto, to wit:—

1st. That in answering the 8th interrogatory, the defendant neither admits or denies the correctness of exhibit *B*, but attempts to evade a direct and perfect answer by declaring what is competent or proper evidence of a fact.

2d. In answering the 10th interrogatory, the defendant neither admits or denies the sale by Murphy to Trimble and Dickinson.

3d. In answering the 11th interrogatory, def't neither admits or denies the correctness of exhibit *C.*

4th. In answer to the 12th interrogatory, the def't neither admits nor denies the sale by Murphy *et ux.* and Trimble and Dickinson to complainant.

5th. In answer to the 13th interrogatory, the def't neither admits or denies the genuineness of the exhibit in that interrogatory mentioned.

6th. That the answers to the 14th and 15th interrogatory is uncertain, irresponsive, and evasive.

7th. The answer to the 16th interrogatory neither admits or denies the conveyance by compl't to Crittenden and the others therein named.

8th. The 17th interrogatory inquires whether the New Madrid claims were not located on the pre-emption claim of Murphy and the adjoining lands: the defendant argues away the question, and finally leaves it unanswered.

9th. That the answer to the 19th interrogatory neither admits the genuineness of exhibit *F.*

10th. The answer to the 29th interrogatory neither admits nor denies the ratification of the deed made by Ashley as attorney, &c.

11th. That the answer to the 44th interrogatory neither admits nor denies that compl't was assured by said Register and Receiver that he could not forfeit his claim, so long as no plat was filed.

12th. The answer to the 57th interrogatory neither admits nor denies the conveyance of said lots to said Hardin.

13th. That the answer to the 59th interrogatory neither admits nor denies the conveyance of Ashley *et ux.* to complainant.

14th. The answer to the 66th interrogatory fails to discover the taxable value of said property, or the value of improvements, and is in other respects evasive, and uncertain, and insufficient.

15th. The answer to the 68th interrogatory is evasive and irresponsive, in not disclosing the extent claimed by said Henry Elliot in said town at the time of his death.

16th. The answer to the 108th interrogatory is evasive and irresponsive, in not admitting or denying the possession of the complainant.

All which grounds of exception the complainant prays may be examined, and when so done be allowed, because the answer is in these respects very evasive, unfair, and insufficient, and that the defendant be compelled to answer over, &c.

RINGO & TRAPNALL,
PIKE & BALDWIN.

"Filed Jan'ry 4th, 1847.

WM. FIELD,
Cl'k.

By D. W. CARROLL,
D. C."

And at a Circuit Court of the United States for the District of Arkansas, continued and holden at the Court-house, in the City of Little Rock, on the 29th day of April, A. D. 1847, the Hon. Peter V. Daniel presiding, present, the Hon. Benjamin Johnson, District Judge, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

On Bill.

At this day come the parties aforesaid by their said solicitors, and the exceptions of the said complainant to the amended answers of the said defendants, Chester Ashley and Roswell Beebe, come on to be heard and was argued by counsel, and submitted to the Court, and the Court not being fully advised of and concerning the matters of law arising thereon, takes time to consider thereof."

And at the same term of said Circuit Court, continued and holden as aforesaid on the 30th day of April, A. D. 1847, the Honorable Peter V. Daniel, Associate Justice of the Supreme Court of the United States, presiding; present, Hon. Benj. Johnson, District Judge, the following further proceedings were had, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

On Bill.

And now, at this day come the parties aforesaid by their solicitors, and the Court being now fully advised of the exceptions of the said complainant to the amended answers of the said defendants, Chester Ashley and Roswell Beebe, the Court is of the opinion that the 3d, 14th, and 30th exceptions to said Ashley's answer are well taken, and that the remaining exceptions thereto are not well taken, and are hereby overruled; and that all the exceptions to said Beebe's answer are not well taken, and are hereby overruled. And it is further ordered, that said defendant, Ashley, make further answer on or before the 30th day of June next."

And at the same term of said Court, continued and holden as aforesaid, on the 31st day of May, A. D. 1847, the Hon. Benjamin Johnson, District Judge, presiding, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

CHESTER ASHLEY *et al.*, Defendants.

On Bill.

At this day came the said parties by their solicitors, and on motion it is ordered by the Court that this cause be and the same is hereby continued until the next term of this Court."

And at the same term of said Court, continued and holden as aforesaid, on the 23d day of August, A. D. 1847, the Hon. Benjamin Johnson, United States Judge, presiding and holding said Court, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

On Bill.

On this day comes the said complainant by Ringo & Trapnall, his solicitors, and, on motion, files his general replication to the answer of the said defendant, Roswell Beebe; and, on further motion, files his exceptions to second amended answer of the said defendant, Chester Ashley.

Which replication is in the following words, to wit:—

"IN THE UNITED STATES CIRCUIT COURT
in and for the Arkansas District.

WILLIAM RUSSELL, Complainant,

vs.

CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

In Chancery.

The replication of said complainant, William Russell, to the answer of said defendant, Roswell Beebe—

This repliant, saving to himself all and all manner of exceptions to the manifold insufficiencies of the said answer, for replication thereunto saith, that he will aver and prove his said bill to be true, certain, and sufficient in law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant without that, that any other matter or thing whatsoever in the said answer contained material and effectual in law to be replied unto, and herein not replied unto, confessed, and avoided, traversed or denied, is true; all which matters this re-

pliant is and will be ready to aver and prove as this Honorable Court shall award, and hereby prays as in and by his said bill and supplemental bill he hath already prayed.

PIKE & BALDWIN,
RINGO & TRAPNALL,
Solicitors for Compl't.

"Filed, August 23d, 1847.

WM. FIELD,
Clerk.

By A. H. RUTHERFORD,
D. C."

And the said exceptions are in the following words and figures, to wit:—

"The exceptions of William Russell to the second amended answer of Chester Ashley, one of the defendants to the bill of complaint of said Russell, exhibited in the U. S. Circuit Court for the Arkansas District, against said Ashley and others.

The complainant excepts to said amended answer of said defendant, Chester Ashley, and sits down and shows the following grounds or causes of exception thereto:—

1st. by the 7th interrogatory, it is inquired of said defendant whether said Register and Receiver did not then adjudge and decide his evidence to be sufficient, and allow and grant his said pre-emption right." To which it is by said defendant evasively answered that said Register and Receiver did not adjudge and decide the evidence of said Benjamin Murphy to be sufficient, and allowed and granted him a pre-emption right upon any part of the lands mentioned in said bill, nor could they have done so for the reasons mentioned and set forth in the original answer of this respondent in this behalf." Respondent admits he has been informed and believes it to be true that said Register and Receiver, about the time specified in said bill, attempted so to do; but denies that they did so adjudicate or grant any such pre-emption; which answer admits that the said Register and Receiver did act in and upon the pre-emption claim of said complainant, but fails to show what acts they did in respect thereto, and by reference to statements originally inserted in his answer to said bill, but struck out on the exceptions thereto of said complainant, purports to show the reason said pre-emption was not granted by said Register and Receiver, and thereby sustain his denial that the evidence of said pre-emption was, by said Register and Receiver, adjudged sufficient and said pre-emption granted, as stated in said bill. Whereas, in his said answer to said interrogatory said defendant, if he knew them as he virtually admits he does know them, was bound to set forth the acts done by said Register and Receiver, and have referred the question of their authority so to act to the judgment and

decision of the Court, and cannot evade disclosing them in the manner here attempted.

The said answer to the 20th interrogatory is evasive and insufficient, in not admitting or denying the legality of the possession of said complainant in and of the lands mentioned in the bill, nor whether his possession thereof was undisputed, as alleged in said bill, but states evasively, that although he held the possession he was not the rightful owner of the one-half of said pre-emption.

All which grounds of exception, as well as the grounds of exception heretofore made by said complainant to the answer of said defendant to said interrogatory, the complainant prays the court to examine and allow, because in said respects and others said answer is insufficient, evasive, and unfair, and that said defendant may be compelled to answer anew to said interrogatories.

PIKE & BALDWIN,
RINGO & TRAPNALL,
Sol. for Compl't.

"Filed August 23, 1847.

WM. FIELD,
Cl'k.

By A. H. RUTHERFORD,
D. C."

And at Rules in the Clerk's office of said Circuit Court, before the Clerk of said Court, on the first Monday of December, A. D. 1847, being the 6th day of said month, the following further proceedings were had, to wit:—

"WILLIAM RUSSELL, Complainant,
vs.
ASHLEY, BEEBE, and WATKINS, Defendants.

In Chancery.

This day came the said complainant, by Ringo & Trapnall and by Pike & Baldwin, his solicitors, and filed herein his replication to the answer and amended answer of Chester Ashley, one of the defendants in this cause.

Attest:

WM. FIELD,
Clerk.

By JOHN T. TRIGG,
D. C."

Which replication is in the following words and figures, to wit:—

"In the Circuit Court of the United States
for Arkansas District.

"William Russell, Complainant,
vs.
Chester Ashley *et al.*, Defendants.

And the complainant, for replication to the answer and amended answer of the defendant, Ashley, says, that the said answers are uncertain, insufficient, and untrue, and that the bill of complaint and the matters therein contained are sufficient and true, and proper to be answered unto, and this, &c.

RINGO & TRAPNALL,
PIKE & BALDWIN."

"Filed 6th Dec., 1847.

WM. FIELD,
Cl'k.

By J. T. TRIGG,
D. C."

And whereas, at a Circuit Court of the United States in and for the District aforesaid, continued and holden at the Court-house, in the City of Little Rock, on the 9th day of May, A. D. 1848, the Hon. Benjamin Johnson, United States District Judge, present and holding said Court, the following proceedings were had, to wit:—

"William Russell, Complainant,
vs.
Ashley, Beebe, and Watkins, Defendants.

In Chancery.

On this day come the said parties by their respective solicitors, and thereupon, on motion of the said complainant, and by consent of parties, it is ordered by the Court here that both parties have leave until the first day of November next, to take the deposition of witnesses generally before any Judge or Justice of the Peace of any of the United States, to be read as evidence on the final hearing of this cause.

And thereupon, on motion and by consent it is ordered that this cause be set for final hearing upon bill, answers, exhibits, and testimony taken and to be taken in this behalf at the next term of this Court, to which time the same is continued."

And at the same term of said Court, continued and holden as aforesaid on the 17th day of May, A. D. 1848, present the Hon. Benjamin Johnson, District Judge, presiding and holding said Court, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,
vs.
ASHLEY, BEEBE, and WATKINS, Defendants.

At this day came the parties by their respective solicitors, whereupon the complainant filed his bill of revivor, suggesting the death of Chester Ashley, one of the defendants herein, and praying the revivor of this suit as to the said Ashley in the name of his widow, Mary W. W. Ashley, and William E. Ashley, Frances Ashley, and Henry Ashley, as his children and only heirs-at-law."

Which bill of revivor is in the following words and figures, to wit:—

"IN THE UNITED STATES CIRCUIT COURT
for Arkansas District.

At April term, A. D. 1848.

WILLIAM RUSSELL, Complainant,
vs.
CHESTER ASHLEY, ROSWELL BEEBE, and GEO. C. WATKINS, Defendants.

Bill in Chancery.

And the said complainant now here brings this his bill of revivor in this cause, and says, that on or about the 29th April, 1848, the defendant, Chester Ashley, departed this life, leaving as his widow (who claims dower in the lands, the title to which is involved in this cause), Mary W. W. Ashley, and William E. Ashley, Frances Ashley, and Henry Ashley, as his children and only heirs at law.

And your orator prays that this cause be revived against them instead of said Chester Ashley, dec'd, and that it proceed against the said widow and heirs to final decree, and will ever pray, &c.

RINGO & TRAPNALL, and
PIKE & BALDWIN,
for Compl't."

"Filed 16 May, 1848.

WM. FIELD,
Clerk.

By JNO. T. TRIGG,
D. C."

And at Rules, in the Clerk's Office of the said Circuit Court of the United States, before the Clerk of said Court, on Monday, the 5th day of July, A. D. 1848, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

MARY W. W. ASHLEY, WILLIAM E. ASHLEY, FRANCES ASHLEY, and HENRY ASHLEY, Defendants.

Now, at this day comes the said complainant, by his solicitors, whereupon, on motion, leave is granted him to withdraw the bill of revivor heretofore filed in this case upon which no process has been issued, and the said complainant files herein a new bill of revivor, upon which process is to issue this day.

WM. FIELD,
Clerk.

By JOHN T. TRIGG,
D. C."

Which second bill of revivor is in the following words and figures, to wit:—

"IN THE CIRCUIT COURT OF THE UNITED STATES
for the District of Arkansas.

WILLIAM RUSSELL, Complainant,

vs.

CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

In Chancery.

And your orator, the said William Russell, who is a citizen of the State of Missouri, sheweth unto your Honors that after the issues were made up in this case, to wit, about the 29th of April, 1848, the said defendant, Chester Ashley, departed this life, after having duly executed his last will and testament, which was on the 10th day of June, 1848, proven and admitted to record in the Probate Court of Pulaski County, in the State of Arkansas. By which said will and testament the said lands and lots set forth in your orator's original bill herein, are devised to Mary W. W. Ashley, the widow of the said Chester, and executrix of his said last will and testament, together with his entire estate for her life, with full power to dispose of the same as she may think proper; but in the event of the subsequent marriage of the said Mary W. W. Ashley, then by the provisions of the will she is only to take one-third of the said estate of the said Chester, and the remaining two-thirds of said estate are devised to William E. Ashley, Frances Ann Ashley, and Henry C. Ashley, the last of whom is an infant under the age of twenty-one years, who are the only children and heirs-at-law of the said Chester, and all of whom, as well as the said Mary W. W., are citizens of the State of Arkansas.

By the death of the said Chester, the said suit abated as to him, and your orator is advised that the said suit and proceedings ought to stand revived against the said Mary W. W. Ashley, and the said William E., Frances Ann, and Henry C. Ashley, and be in the same plight and condition as they were at the time of the death of the said Chester, dec'd.

To the end, therefore, that the said suit and proceedings, so abated as aforesaid, may stand and be revived against the said Mary W. W. Ashley, and the said William E., Frances Ann, and Henry C. Ashley, and be in the same state and condition as the same were in at the time of the abatement thereof, or that the defendants may show good cause to the contrary, may it please your Honors to grant unto your orator process of subpœna against said Mary W. W., William E., Frances Ann, and Henry C. Ashley, and your orator will ever pray, &c.

PIKE & BALDWIN,
RINGO & TRAPNALL,
Sol."

"Filed 5th July, 1848.

WM. FIELD,
Clerk.

By JOHN T. TRIGG,
D. C."

Upon which bill of revivor a writ of subpœna was issued, and which is in the following words and figures, to wit:—

"UNITED STATES OF AMERICA,
District of Arkansas.

[L. S.] The President of the United States to the Marshal of the Arkansas District, greeting:—

You are hereby commanded to summon Mary W. Ashley, executrix, and William E. Ashley, Frances A. Ashley, and Henry C. Ashley, heirs-at-law of Chester Ashley, dec'd, if they be found within your bailiwick, to appear before the Judges of our Circuit Court of the United States in and for the District of Arkansas, at the court-house, in the city of Little Rock, sitting on the Chancery side of said Court, on the first Monday of August next, to answer the bill of revivor of Wm. Russell, and to shew cause, if any they have, why a suit on the Chancery side of said Court, wherein said Wm. Russell is complainant, and Chester Ashley, dec'd, Roswell Beebe, and George C. Watkins are defendants, should not be revived against them as to the said Chester Ashley, deceased; and have you then there this writ. In testimony whereof, Roger B. Taney, Esq., Chief Justice of the Supreme Court, has caused the seal of the said

Circuit Court to be hereunto affixed, this 5th day of July, A. D. 1848, and in the 73d year of our Independence.

Attest:

WM. FIELD,
Clerk.

By JOHN T. TRIGG,
D. C."

"*Mem.*—The defendants are to enter their appearance in this suit in the Clerk's office, on or before the day at which this writ is returnable, otherwise the bill may be taken *pro confesso.*

WM. FIELD,
Clerk.

By JOHN T. TRIGG,
D. C."

"Come to hand July 5th, 1848.

E. RECTOR,
U. S. Marshal.

By B. T. DUVAL,
D. M."

"I do hereby certify that I executed the within writ on the within named Mary W. W. Ashley, Wm. E. Ashley, Frances A. Ashley, and Henry C. Ashley, by delivering to each of them a true copy of the same, at the city of Little Rock, in the District of Arkansas, on the 6th day of July, A. D. 1848.

E. RECTOR,
U. S. Marshal.

By D. W. CARROLL,
D. M."

Fees.

4 services,	$8 00
4 copies,	3 00
	$11 00."

"Filed, 6th July, 1848.

WM. FIELD,
Clerk.

By JNO. T. TRIGG,
D. C."

And at Rules, before the Clerk of said Circuit Court, at his office, on Monday, the 7th day of August, A. D. 1848, being the first

Monday in said month, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

On Original and Supp. Bills, and Bill of Revivor.

On the motion and prayer of the said complainant in writing, now here filed, and it appearing from the return of the Marshal of the Arkansas District, made to and indorsed on the subpœna issued upon the bill of revivor exhibited and filed in this cause by said complainant on the 5th day of July, A. D. 1848, that the said Mary W. W. Ashley, widow and devisee, William E. Ashley, Frances Ashley, and Henry C. Ashley, heirs-at-law and devisees of the said defendant, Chester Ashley, deceased, have been legally and personally served with said subpœna, on the sixth day of July, A. D. 1848, more than fourteen before this day, and the said Mary W. W. Ashley, William E. Ashley, Frances A. Ashley, and Henry C. Ashley having wholly failed to enter their appearance in this cause, and no cause being shown why this suit shall not be revived—

It is therefore ordered that this suit and all the proceedings there had be and stand revived, and be in the same plight and condition they were in at the time of the death of the said Chester Ashley, and proceed against the said Mary W. W. Ashley, Wm. E. Ashley, Frances A. Ashley, and Henry C. Ashley, as defendants, in the place and stead of the said Chester Ashley, deceased.

Attest: WM. FIELD,
Clerk.

By JOHN T. TRIGG,
D. C."

The following is the copy of said motion, to wit:—

IN THE CIRCUIT COURT OF THE UNITED STATES
in and for the Arkansas District.

WILLIAM RUSSELL, Complainant,

vs.

CHESTER ASHLEY, ROSWELL BEEBE, and GEO. C. WATKINS, Defendants.

On Original and Supplemental Bills, and Bill of Revivor.

And now, on this day, to wit, the first Monday of August, A. D. 1848, at the Rules, in the office of the Clerk of said Court, comes the said complainant, by his solicitors, and prays that the bill of revivor by

him filed in this case on the 5th day of July, A. D. 1848, and the matters and things therein stated, be taken as confessed. The said Mary W. W. Ashley, William E. Ashley, Frances A. Ashley, and Henry C. Ashley having wholly failed to answer the same, or show any cause why the said above entitled suit ought not to be revived against them, and the proceedings therein stand in the same plight and condition they were in at the time of the death of the said Chester Ashley, and that said suit, and all the proceedings therein, be therefore revived against the said Mary W. W. Ashley, William E. Ashley, Frances A. Ashley, and Henry C. Ashley, and be in the same plight and condition as to them and their said co-defendants that they were in at the death of the said Chester Ashley.

WILLIAM RUSSELL,
Compl't.

By RINGS & TRAPNALL,
Sol'r."

"Filed 7 Augt., 1848.

WM. FIELD,
Cl'k."

And at rules in the Clerk's office of said Circuit Court, before the Clerk of said Court, on the 6th day of November, A. D. 1848, being the first Monday of said month, following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

MARY W. W. ASHLEY, WM. E. ASHLEY, FRANCES A. ASHLEY, HENRY C. ASHLEY, ROSWELL BEEBE, and GEO. C. WATKINS, Defendants.

This day came the said complainant, by his solicitors, and filed his interrogatories from 1 to 72 in this cause.

Attest: WM. FIELD,
Clerk.

By JOHN T. TRIGG,
D. C."

And also before the said Clerk, in his office as aforesaid, in the vacation of said Court on the 24th day of November, A. D. 1848, the following further proceedings were had in this cause, to wit:—

"WM. RUSSELL, Complainant,

vs.

MARY W. W. ASHLEY, WM. E. ASHLEY, FRANCES A. ASHLEY, HENRY C. ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

In Chancery.

This day came the said complainant, by Trapnall his solicitor, and

filed his substituted interrogatories with exhibit 1 and 2 thereto annexed in this cause, and also his exceptions to the 5th cross-interrogatory of the defendants is also filed herein.

Attest: WM. FIELD,
Clerk.

By JOHN T. TRIGG,
D. C."

Which exceptions to the 5th cross-interrogatory is in the following words and figures, to wit:—

"IN THE CIRCUIT COURT OF THE UNITED STATES
for the Arkansas District.

WILLIAM RUSSELL, Complainant,

vs.

MARY W. W. ASHLEY, WILLIAM E. ASHLEY, FRANCES A. ASHLEY, HENRY C. ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS.

The complainant objects and excepts to the cross-interrogatory of the defendants numbered 5, and assigns the following grounds of exception thereto:—

That said cross-interrogatory requires of the person answering to decide, in order to answer it, what persons in the city of Little Rock had and what persons had not a regular chain of title from or under any of the original proprietors of said city, at the time therein mentioned, and so requires answers as to matters not provable by parol; therefore he prays his exception may be allowed, and said cross-interrogatory stricken out.

RINGO, TRAPNALL, & PIKE."

"Filed 24th Nov'r, 1848.

WM. FIELD,
Clerk.

By JOHN T. TRIGG,
D. C."

The substituted interrogatories of the complainant are in the following words and figures, to wit:—

"IN THE CIRCUIT COURT OF THE UNITED STATES
in the Arkansas District.

WILLIAM RUSSELL, Complainant,

vs.

MARY W. W. ASHLEY, WILLIAM E. ASHLEY, FRANCES A. ASHLEY, HENRY C. ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defe'ts.

The said complainant comes and admits that the exceptions to his

interrogatories numbered 7, 32, 45, 66, 67, are well taken and should be sustained, and so submits to the same, and hereby propounds the following interrogatories to the said witnesses in the place and stead thereof, to wit:—

7th. How long has Chester Ashley resided in Little Rock? when did he commence to reside there? what were your habits of intercourse with him during the time of such his residence, and how constant and intimate, if at all, were such habits?

32d. State what means, if any, you have or have had of knowing, and whether or not you do know the handwriting of said Chester Ashley, and in whose handwriting is the name of 'Chester Ashley' which is subscribed to the papers hereto annexed, and marked *X* 1.

45th. State what means, if any, you have or have had of knowing the handwriting, and whether or not you do know the handwriting of Chester Ashley and of William Russell, and in whose handwriting are the signatures to the paper hereto annexed and marked *X* 2?

66th. State whether there was in the office of the Register of the land-office at Batesville, prior to the year 1824, an official plat of township one, north of twelve west, and if so, how you know the fact? what was shown upon such plat, if such plat there was? as to the quantity or number of acres of the west fractional half of section two, and the northeast fractional quarter of section three south of the Arkansas River and west of the Quapaw line in said township and range, or of either of said tracts; or as to any location of New Madrid claims on said tracts, and if any such New Madrid locations were shown thereon, how it was done? describe minutely all that such plat did show in relation to said tracts.

67th. State what information, if any, such plat afforded as to quantity or number of acres in either of said tracts, and what was shown by or could be ascertained from said plat in regard to either? how many such plat or plats of said township and range were in said office prior to the year 1824? and the complainant prays that the foregoing interrogatories may be substituted in place of the original ones bearing the same numbers, and may be answered by the respective persons required to answer said original interrogatories so numbered,

RINGO, TRAPNALL, PIKE."

"Filed 24th Nov'r, 1848.

WM. FIELD,
Clerk.

By JOHN T. TRIGG,
D. C.

And whereas at Rules in the Clerk's office of the said United States Circuit Court, before the Clerk of said Court, on the 9th day of December, A. D. 1848, the following further proceedings were had, to wit:—

"WILLIAM RUSSELL, Compl't,

vs.

EXECTR'X and HEIRS of CHESTER ASHLEY, GEORGE C. WATKINS and ROSWELL BEEBE, Def'ts.

By consent of parties it is agreed that the time for taking depositions in the above entitled cause be extended for each party to the first day of the next term of said Court. Done this 7th Dec'r, 1848.

ALBERT PIKE,
Solicitor for Russell.

WATKINS & CURRAN,
for Def'ts."

Attest:

WM. FIELD,
Clerk.

By JOHN T. TRIGG,
D. C.

Which agreement is in the following words and figures, to wit:—

"IN THE CIRCUIT COURT OF THE UNITED STATES
for the Arkansas District.

"WILLIAM RUSSELL, Compl't,

vs.

EXT'X of CHESTER ASHLEY, HEIRS OF SAME, ROSWELL BEEBE and GEO. C. WATKINS, Def'ts.

By consent of all parties it is agreed that the time for taking depositions in the above entitled case be extended for each party to the first day of the next term of said Court. Done this 7th Dec'r, 1848.

ALBERT PIKE,
Sol. for Russell.

WATKINS & CURRAN,
for Def'ts."

"Filed 9th Dec'r, 1848.

WM. FIELD,
Cl'k.

By JOHN T. TRIGG,
D. C."

And whereas at a Circuit Court of the United States for the Eastern District of Arkansas, as continued and holden at the Court-house in Little Rock on the 14th day of August, A. D. 1850, the Honorable Daniel Ringo, U. States District Judge, present and holding said Court, the following proceedings were had, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

CHESTER ASHLEY and ROSWELL BEEBE, Defendants.

In Chancery.

The Honorable Daniel Ringo being disqualified to hear, try, and determine this cause by reason of his connection with the same as an attorney, it is ordered that this cause be continued until the next term of this Court."

And whereas at a Circuit Court of the United States continued and holden for the district aforesaid, at the Court-house in the City of Little Rock, on the 20th day of April, A. D. 1853, present and presiding the Honorable Peter V. Daniel, Associate Justice of the Supreme Court of the United States, and assigned to hold the Circuit Court of the United States for the District of Arkansas, the following proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

THE HEIRS OF CHESTER ASHLEY, dec'd, and ROSWELL BEEBE, &c., Defendants.

In Chancery.

This day came the parties, by their solicitors, and on motion it is ordered that the said complainant have leave to publish his depositions in this cause."

And at the same term of said Court, continued and holden at the Court-house aforesaid, on the 26th day of April, A. D. 1853, the Honorable Peter V. Daniel present and presiding, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

THE HEIRS OF CHESTER ASHLEY, dec'd, and ROSWELL BEEBE and GEORGE C. WATKINS, Defendants.

In Chancery.

This day came the parties aforesaid, by their solicitors, and the defendants, by their solicitor, filed a suggestion of the death of Frances A. Ashley since the commencement of this suit, leaving issue a daughter, Mary Ashley Freeman, and the plaintiff filed a notice that he would produce certain documents (as therein mentioned) in the trial of this cause." Which suggestion is in the following words and figures, to wit:—

"IN THE U. S. CIRCUIT COURT
in and for the Eastern District of Arkansas.

At Ap'l Term, 1853.

WM. RUSSELL, Comp't,
vs.
ROSWELL BEEBE, GEO. C. WATKINS, MARY W. W. ASHLEY, Widow, and WM. E. ASHLEY, HENRY C. ASHLEY, and FRANCES ANN ASHLEY, Heirs-at-law of CHESTER ASHLEY, dec'd.

In Chancery.

J. M. Curran, solicitor for the defendants in the above entitled cause, comes and suggests, and offers to prove and establish in such manner as the Court may direct, that since this suit was revived against the widow and heirs of said Chester Ashley, deceased, said Frances Ann Ashley intermarried with one Andrew F. Freeman, who is a citizen of the State of Arkansas, and afterwards, on the day of November, 1851, departed this life intestate, leaving issue her surviving, an infant daughter her only heir-at-law, named Mary Ashley Freeman, who is still alive and a citizen of the Eastern District of Arkansas. J. M. CURRAN."

"I, J. M. Curran, do state on oath that Frances A. Ashley, one of the children and heirs of Chester Ashley, deceased, intermarried with one Andrew Freeman on or about the fourth day of December, 1850, and that said Frances A. departed this life, intestate, on the 4th day of Oct., 1851, leaving her surviving an infant daughter named Mary Ashley Freeman, her only issue and heir-at-law, and that said Mary Ashley Freeman is a citizen of the Eastern District of Arkansas. J. M. CURRAN."

Sworn to in open Court this 29th day of April, 1853.

WM. FIELD,
Clerk.

"Filed 26th April, 1853.

WM. FIELD, *Clerk.*"

And which notice is in the following words and figures, to wit:—

"IN THE CIRCUIT COURT OF THE UNITED STATES
for the Eastern District of Arkansas.

April Term, 1853.

WILLIAM RUSSELL, Complainant,
vs.
ROSWELL BEEBE, GEORGE C. WATKINS, and the HEIRS, EXECUTRIX, and LEGATEE OF CHESTER ASHLEY, Defendants.

The above named defendants are hereby notified that on the hear-

ing in this case I will read to the Court as evidence in the cause the following documentary testimony—that is to say: Paper *H*, in document *A*, *B*, *C*, on file in Pulaski Circuit Court in the case of Matthew Cunningham *vs.* the same defendants, Roswell Beebe, and the Heirs, Executrix, and Legatee of Chester Ashley, being letter of Commissioner of General Land-office to the land officers at Little Rock, dated December 26, 1838, to be found at page 351 of the record of that case (printed) in the Supreme Court of the United States.

Paper *S* of same document, being response of said land officers to said letter, dated January 30th, 1839 [page 352 printed record], and copy of bond or covenant thereto.

Paper *L*, same document, being letter of Commissioner to said land officers, dated May 25, 1839 [printed record, page 357].

Paper *M*, same document, being argument of C. Ashley and R. Beebe, by King and Wilson their attorneys, dated 27th May, 1839 [printed record, p. 358].

Letter in same document of Wm. Field to Commissioner of General Land-office, with accompanying memorial, dated July 16, 1839 [printed record, p. 387].

Letter in same document of Roswell Beebe, to the Commissioner, dated 28th August, 1839 [printed record, p. 398].

Letter or report of the Commissioner to the Secretary of the Treasury, same document, dated Sept. 13, 1839, paragraph 1, 2, 3, and the latter part of 7, commencing "Nothing there appears, &c." [printed record, 405, 406, 407, 408]; also decision of Secretary of Treasury therein, dated Sept. 24, 1839, same document, printed record, p. 408.

WM. RUSSELL,
By ALBERT PIKE, *Solicitor.*

Filed 26th April, 1853.

WM. FIELD, *Clerk.*"

And at the same term of said Circuit Court, continued and holden for the district aforesaid, on the 28th day of April, A. D. 1853, the Hon. Peter V. Daniel, United States Associate Judge, presiding, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSEL, Complainant,

vs.

THE HEIRS OF CHESTER ASHLEY, deceased, *et al.*, Defendants.

Chancery.

This day came the parties aforesaid, by their solicitors, and the complainant filed an authenticated copy of the last will and testament of Chester Ashley, deceased, and a response to the suggestions heretofore filed by the solicitors of the defendants, and admits the

same to be true, but deny that Mary Ashley Freeman has any interest in the result of this suit, &c."

Which response is in the following words and figures, to wit:—

"IN THE CIRCUIT COURT OF THE UNITED STATES
for the Eastern District of Arkansas.

At April Term, A. D. 1853.

WILLIAM RUSSELL, Complainant,

vs.

ROSWELL BEEBE, and the LEGATEE, EXECUTRIX, and HEIRS OF CHESTER ASHLEY, deceased.

And the said William Russell comes, and as response to the suggestion and motion in this case of said defendants, he produces and files an authenticated copy of the last will and testament of said Chester Ashley, deceased, whereby it appears, and he avers that the said Mary Ashley Freeman has no interest whatever in the result of this suit, nor is in any sort interested therein, nor a necessary party to said bill or suit. Wherefore he submits if he shall be required to make her a party thereto, and prays to be permitted to proceed against said other surviving defendants alone, and that said suit may proceed to hearing.

TRAPNALL, FOWLER, PIKE,
Solicitors for Russell."

"Filed 28th April, 1853.

WM. FIELD, *Clerk.*"

And at the same term of said Circuit Court, continued and holden for the district aforesaid, on the 29th day of April, A. D. 1853, the Honorable Peter V. Daniel presiding, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

MARY W. W. ASHLEY, Executrix and Devisee of CHESTER ASHLEY, deceased, *et al.*, Defendants.

In Chancery.

This day came the parties aforesaid by their solicitors, and James M. Curran, Esq., solicitor for the defendants, annexed his affidavit to the suggestions of the death of Frances Ann Freeman, late Frances Ann Ashley, heretofore filed in this cause. Whereupon this cause came on to be heard, and the of the complainant's bill of complaint was commenced, and the further hearing of the cause postponed until to-morrow."

And at the same term of said court, continued and holden at the Court-house aforesaid on the 30th day of April, A. D. 1853, the

Hon. Peter V. Daniel presiding, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

MARY W. W. ASHLEY, Executrix and Legatee of CHESTER ASHLEY, deceased, WILLIAM E. ASHLEY, FRANCES A. ASHLEY, and HENRY C. ASHLEY, Heirs of CHESTER ASHLEY, deceased, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

In Chancery.

This day came the said complainant by his solicitor, and the reading of the bill, answers, and exhibits in this cause was concluded, submitted to the Court, and taken under advisement."

And at the same term of said court, continued and holden at the Court-house aforesaid on the second day of May, A. D. 1853, present the Honorable Peter V. Daniel, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

MARY W. W. ASHLEY, Executrix and Legatee of CHESTER ASHLEY, deceased, and WILLIAM E. ASHLEY, FRANCES A. ASHLEY, and HENRY C. ASHLEY, Heirs of CHESTER ASHLEY, deceased, and ROSWELL BEEBE and GEORGE C. WATKINS, Defendants.

Chancery.

This day came the parties aforesaid by their solicitors, and this cause having been submitted to the Court for a decree thereon, upon consideration it is the opinion of the Court that Mary Ashley Freeman, the infant daughter of Frances A. Freeman, late Frances A. Ashley, is interested in this suit, and therefore a decree in this cause is denied. And on motion it is ordered, that the plaintiff have, and leave is hereby granted him, to file a bill of revivor against the said Mary Ashley Freeman at Rules, and that this cause be continued until the next term of this court."

And whereas the said complainant, William Russell, on the 30th day of May, A. D. 1853, exhibited and filed herein his bill of revivor against Mary Ashley Freeman, which bill is in the following words and figures, to wit:—

"IN THE UNITED STATES CIRCUIT COURT
for the District of Arkansas.

Showeth unto your Honor, your orator, William Russell, that heretofore in this Honorable Court he exhibited his bill of complaint against Roswell Beebe and Chester Ashley, praying that his title to certain lots and lands in the city of Little Rock might be quieted, and that the title and claim thereto by the said Beebe and Ashley

might be set aside: To which bill the said defendants appeared, and filed their separate answers and amended answers, to which replications were filed by your orator, and afterwards, to wit, on the day of 1848, the said Chester Ashley departed this life, having made his last will and testament, by which he devised his estate, real and personal, to his widow, Mary W. W. Ashley, whom he also made his testatrix, and left surviving him his said widow and William E. Ashley, Henry C. Ashley, and Frances E. Ashley, his only heirs. And on the 5th day of July, A. D. 1848, your orator filed his bill of revivor in said cause against the said widow and heirs on the first Monday in April, 1848. The same was revived against them, and after said suit was revived as aforesaid, the said Frances E. intermarried with a certain Andrew Freeman, which was suggested on the record of said cause. And on the 4th day of October, A. D. 1851, the said Frances E. departed this life, leaving an infant daughter, Mary Ashley Freeman, surviving her. And nothing more has been done in said cause; and your orator is advised that by the death of the said Frances E. the said suit is abated as to her, and the same ought to be revived against the said Mary Ashley Freeman, her only child and heir, and put in the same condition as it was before the death of the said Frances E.

To the end, therefore, that the said suit and proceedings so abated, as aforesaid, may stand and be revived against the said Mary Ashley Freeman, and be in the same plight and condition as the same were in at the time of the abatement thereof, or that the defendant may show good cause to the contrary—

May it please your Honor to grant the State's gracious writ of spa., &c.

PIKE & FOWLER,
TRAPNALL & TRAPNALL,
Sol's."

"Filed 30th May, A. D. 1853, and writ issued 2d June, 1853.

WM. FIELD,
Clerk."

Which writ is in the following words and figures, to wit:—

[L. S.] "The United States of America to the Marshal of the Eastern District of Arkansas, greeting:

You are hereby commanded to summon Mary Ashley Freeman, if she be found within your bailiwick, to appear before the Judges of our Circuit Court of the United States in and for the Eastern District of Arkansas, at the court-house in the city of Little Rock, sitting on the chancery side of said Court, on the first Monday of July next, to show cause, if any she can, why the suit in chancery pending in our said Circuit Court, in the name of William Russell against Mary W. W. Ashley, widow and heir of Chester Ashley, deceased,

and others, shall not be revived and prosecuted against her as a party in interest; and have you then there this writ.

In testimony whereof, Roger B. Taney, Esq., Chief-Justice of the Supreme Court, hath caused the seal of said Circuit Court to be hereunto affixed, this 2d day of June, A. D. 1853, and in the 77th year of our independence.

WM. FIELD,
Clerk."

Indorsed as follows, to wit:—

"Come to hand 20th June, 1853, at 11 o'clock A. M., and I executed the same in the city of Little Rock, in the Eastern District of Arkansas, on the 21st June, 1853, by then and there delivering to Mary Ashley Freeman a trne and perfect copy of the within writ.

JOHN QUINDLEY,
U. S. Marshal for the Eastern District of Arkansas."

FEES.

Service,	$2 00
Mileage,	10
Copy,	10
	$2 20

And at rules, on the third day of October, A. D. 1853, in the Clerk's office of the United States Circuit Court for the District aforesaid, before the Clerk of said Court, the following further proceedings were had in this cause, to wit:—

"At rules before the Clerk of the United States Circuit Court for the Eastern District of Arkansas, on the 3d day of October, A. D. 1853, being the first Monday of said month, the following proceedings were had, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

THE HEIRS of CHESTER ASHLEY, dec'd, *et al.*, Defendants.

In Chancery.

This day came the said complainant, by A. Pike, Esq., his solicitor, and, on his motion, it is ordered that Luke E. Barber be and he is hereby appointed guardian *ad litem* for Mary Ashley Freeman (a minor), one of the defendants in this cause.

Attest: WM. FIELD,
Clerk."

And at a Circuit Court continued and holden, for the district aforesaid, at the court-house in the city of Little Rock, on the 18th day of April, A. D. 1855, the Honorable Peter V. Daniel present and pre-

siding, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

MARY W. W. ASHLEY, Widow and Ex'x of C. ASHLEY, dec'd, *et al.*, Defendants.

Chancery.

This day came the parties, by their solicitors, and the defendants, by their solicitor, filed the answer of Luke E. Barber, guardian *ad litem* for Mary Ashley Freeman, in this cause, to which the complainant enters his general replication in short upon the record, by consent."

Which answer is in the following words and figures, to wit:—

"IN THE CIRCUIT COURT OF THE UNITED STATES
for the Eastern District of Arkansas.

WILLIAM RUSSELL
vs.
MARY W. W. ASHLEY *et al.*

And said Mary Ashley Freeman, by her said guardian, answering, says that she does not know whether the material facts charged in said complainant's bill be true or not; that she has no knowledge of them, and, by her said guardian, prays that said complainant may be required to make full and strict proof of all matters in his bill affecting the interest of this defendant; and she prays to be hence dismissed, &c.

MARY ASHLEY FREEMAN.

By L. E. BARBER,
Guardian ad litem.

WATKINS & GALLAGHER,
Sol's for Def'ts.

"Filed 18th April, 1855.

WM. FIELD,
Clerk."

And at the same term of said Circuit Court of the United States for the district aforesaid, continued and holden at the court-house in the city of Little Rock, on the 20th day of April, A. D. 1855, the Honorable Peter V. Daniel presiding and holding said Court, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

MARY W. W. ASHLEY, Executrix and Devisee of CHESTER ASHLEY, dec'd, *et al.*

Chancery.

This day came the parties aforesaid, by their solicitors, and this cause come on to be heard upon the bill, answers, replications, and proofs in the cause, and, not being closed, is adjourned over until to-morrow morning."

And at the same term of said Court, continued and holden at the court-house in the city of Little Rock, on the 23d day of April, A. D. 1855, the Hon. Peter V. Daniel presiding and holding the said Court, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

MARY W. W. ASHLEY, Executrix and Devisee of CHESTER ASHLEY, dec'd, *et al.*, Defendants.

In Chancery.

This day came the parties aforesaid, by their solicitors, and the argument of this cause was commenced, and, not being closed, it is ordered that the same be adjourned over until to-morrow."

And at the same term of said Court, continued and holden at the court-house in the city of Little Rock, on the 24th day of April, A. D. 1855, the Hon. Peter V. Daniel presiding and holding said Court, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

MARY W. W. ASHLEY, Devisee and Executrix of CHESTER ASHLEY, dec'd, *et al.*, Defendants,

Chancery.

This day came the parties aforesaid, by their solicitors, and the argument in this cause being now closed, the same was submitted to the Court and taken under advisement."

And at the same term of said Circuit Court, continued and holden at the court-house in the city of Little Rock, on the 26th day of April, A. D. 1855, the Honorable Peter V. Daniel presiding and holding said Court, the following proceedings were had in this cause, to wit:—

WILLIAM RUSSELL, Complainant,

vs.

ROSWELL BEEBE, MARY W. W. ASHLEY, WILLIAM E. ASHLEY, HENRY C. ASHLEY, GEORGE C. WATKINS, and MARY A. FREEMAN, Defendants.

Chancery.

This day came the parties, by their solicitors, except Mary A. Freeman, who comes by her guardian *ad litem*, and this cause having been heard upon the bill, answers, replications, and all the exhibits filed in the cause, all which are read as duly authenticated or proven, the depositions of Ambrose H. Sevier, Peter T. Crutchfield, Absalom Fowler, William Field, William W. Stirmson, Charles P. Bertrand, William Vance, William E. Woodruff, and Sam. C. Roane, on file among the papers of the cause, and upon the following documentary evidence, that is to say, the letter of the Commissioner of the General Land-office to the Register and Receiver at Little Rock, dated December 26th, 1838, at p. 351 of the printed record of the Supreme Court of the United States in the case of Matthew Cunningham against Roswell Beebe and the heirs of Chester Ashley; the response of said land-officers to said letter, dated January 30, 1839, at page 352 of the same printed record; and the copy of the covenant of said Roswell Beebe with the Mayor and Alderman of Little Rock, which accompanied said response, and is at page 353 of said printed record; the letter of the Commissioner to Messrs. King and Wilson, dated May the 25th, 1839, found at page 357 of the same record; the argument signed Chester Ashley and Roswell Beebe, by King and Wilson, their attorneys, dated 2d May, 1839, and found at page 358 of the same record; the letter of the Register and Receiver to the Commissioner, dated July 15th, 1839, at page 378 of the same record; the letter of William Field to the Commissioner, and the memorial accompanying it, found at page 387 of the same record; the letter of Roswell Beebe to the Commissioner, dated 28th August, 1839, at page 398 of the same record; the letter or report of the Commissioner to the Secretary of the Treasury, dated September 18, 1839, paragraph 1, 2, 3, and the latter part of 7, commencing "nothing there appears," &c., same record, pages 405, 406, 407, 408; and the answer of the Secretary of the Treasury then, dated September 24th, 1839, at page 408 of the same record; and the letter of the Commissioner to the Register and Receiver at Little Rock, dated September 24th, 1839, at page 53, of the same record; the first and last paragraph of the letter of the Commissioner to Matthew Cunningham, dated February 1st, 1838, at page 345 and 346 of the same record; all of the letter of the Commissioner to Matthew Cunningham, dated June 11th, 1838, except the last two paragraphs, at pages 346, 347, and 348 of the same record; the opinion of the Attorney-General, dated April 5th, 1838, at page 349 of the same

record; the first part, from the beginning to the middle of the 20th line, of the argument of Matthew Cunningham, dated June 29th, 1838, at page 350 of the same record; and the letter of the Commissioner to the Secretary of the Treasury, dated May 31st, 1839, at pages 342, 343, and 344 of the same record: which extracts from said record were read, in pursuance of notice and by consent, copies of all which, from said printed record, are directed to be made out by the Clerk, at the expense of the complainant, and placed among the papers of this cause, as part of the record thereof. And the Court, being now sufficiently advised as to the matters of law and fact appearing and arising upon the record, pleadings, papers, and evidence in this cause, is of opinion and do think that the location by the said Roswell Beebe, for the joint benefit of himself and Chester Ashley, of the floating pre-emption claims to eighty acres each of Jackson Crane and Joel Crane upon the northwest fractional quarter of section two, and the northeast fractional quarter of section three, and that of George Harris upon the west part of the southwest fractional quarter of section two, all in township one north, of range twelve west, south of Arkansas, and being a part of the city of Little Rock, made on the 6th day of June, 1838, and the patents thereon issued to said Roswell Beebe, as assignee, on the 25th day of September, 1839, are null and void, as in fraud of the rights of said William Russell under the division of the town of Little Rock, made by and between said William Russell and others claiming under the pre-emption of Benjamin Murphy, and Chester Ashley and others claiming under the location of said town by the New Madrid claim of Eli Dejarlos and Peter Perrio, and under the provisions of the deeds of the 22d of November, 1821, evidencing such division, and which are exhibits *K* and *L* of said bill of complaint under the deed of Chester Ashley and wife to William Russell, of the 2d day of January, 1823, a copy of which is exhibit *R* of said bill as to the lots and parcels of land in said bill claimed by said Russell, that is, as to the block of ground designated by letter A, the fractional block designated as letter F, the half square or block No. 344, lots No. 11 and 12 in block No. 80 (eighty), and 20 feet width off the east side of lot No. 10 in block No. 80, in the city of Little Rock, as the same were marked, shown, designated, and described on the plat of the town of Little Rock, filed in the office of the Clerk and Recorder of the county of Pulaski, on the 2d day of February, 1822, and that said entries and patents were and are null and void as against the rights of said William Russell as a peaceable and actual possessor of said lots, blocks, and parcels of land, on the 6th day of June, 1838, and for many years before, and as made without his consent and in violation of law and the regulations of the General Land-office.

That said defendant, George C. Watkins, purchasing said fractional block F, and said lots 11 and 12, and 20 feet in width off the east side of lot 10, in block No. 80, with notice of said complainant's claim thereto, and not relying on being a *bona fide* purchaser for

valuable consideration without notice, occupies no higher grounds than his vendors, and holds the legal title subject to the same equity of said complainant; and that said complainant hath been ever since the said entries of the said Roswell Beebe, entitled to the possession, use, and enjoyment, as against the said defendants, of all said lots, tracts, and parcels of land, and to receive, have, and use the rents, issues, and profits thereof, and have decree for title thereto, and an account of rents and profits.

Therefore, it is ordered, adjudged, and decreed that the said Roswell Beebe, Mary W. W. Ashley, William E. Ashley, and Henry C. Ashley, do convey, by deed duly executed and acknowledged, to said William Russell and his heirs, all of said lots, tracts, and parcels of land, with warranty only of such title as they have obtained under said patents, and for quiet enjoyment against themselves and all persons claiming under them or either of them, or under said Chester Ashley; that said George C. Watkins do convey, by like deed, to said complainant, the said fractional block F, and said lots 11 and 12, and 20 feet in width off the east side of lot No. 10 of block No. 80, with warranty only of such title as he obtained by said conveyances to himself from said Ashley and Beebe, and said Beebe respectively, and of quiet enjoyment against himself and all persons claiming by, through, or under him: And said Mary A. Freeman being an infant of tender years, Luke E. Barber, Esq., is hereby appointed commissioner to convey, by deed of quit-claim to said complainant, all the interest of said Mary A. Freeman, as heir of or under the will of said Chester Ashley, in and to all of said lots, blocks, and parcels of land; all said deeds conveying said lands, with the hereditaments and appurtenances; to have and to hold the same to the said William Russell and his heirs for ever, free, clear, and discharged of all claims of said defendants, or either of them, or of any person claiming under them; and title so conveyed shall have relation to the said 6th June, 1838, saving only the rights of intervening *bona fide* purchasers, if there be any, for valuable consideration, and without notice of the claim or title of said complainant, to such extent as the rights of said purchasers are protected by the laws of the Court.

And it is further ordered, adjudged, and decreed that said defendants do forthwith surrender and yield up to said complainant the possession of all said lots, blocks, parcels, and fractions of land, and allow him to receive, hold, possess, and enjoy the same without let, molestation, or hindrance, and that they and each of them, and their attorneys, solicitors, and agents be perpetually enjoined from interfering with his possession thereof, or any part thereof, by suit or other act or proceeding, or by virtue of any judgment or process whatever.

And it is further ordered, adjudged, and decreed, that it be referred to the Master to take an account of the rents and profits received, or which could and ought to have been received by said defendants, or any of them, for any part of said premises; that he

take such account distributively, as to said Ashley and Beebe, in the lifetime of said Ashley, and as to the heirs of said Ashley since his death; and as to said Gege. C. Watkins, since his purchases, that he make no allowance for improvements by them or either of them made; and take account of no rent upon permanent and valuable improvements erected by them; and that he report to the Court here, at the next term thereof; and it is further ordered, adjudged, and decreed that the defendants do pay the costs of this suit."

And at the same term of said Circuit Court, continued and holden at the Court-house, in the city of Little Rock, on the second day of May, A. D. 1855, the Honorable Daniel Ringo, United States District Judge, present and holding said Circuit Court, the following further proceedings were had in this cause, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

ROSWELL BEEBE, MAY W. W. ASHLEY, WILLIAM E. ASHLEY, HENRY C. ASHLEY, GEGE. C. WATKINS, and MARY A. FREEMAN, Defendants.

Chancery.

This day came the parties aforesaid, by their solicitors, and the said defendants by consent filed their prayer for an appeal to the Supreme Court of the United States, from the decree rendered against them by this Court in this cause, which appeal is granted upon condition that the said defendant, Roswell Beebe, execute a bond to said complainant, in the sum of two thousand dollars, with good and sufficient security conditioned according to law, within ten days from this date, which bond is to be approved by this Court, or a Judge thereof."

And whereas, in the Clerk's office of the said Circuit Court of the United States, in vacation, on the 10th day of May, A. D. 1855, before the said clerk, the following further proceedings were had, to wit:—

"WILLIAM RUSSELL, Complainant,

vs.

MARY W. W. ASHLEY *et al.*, Defendants.

Chancery.

This day came the defendant, Roswell Beebe, by his solicitor, and filed his appeal bond in this case, with Peter T. Crutchfield and Richard H. Johnson as his securities, which bond is approved by the Hon. Daniel Ringo, U. States Judge for the Eastern District of Arkansas, and is now filed.

Attest: WM. FIELD,
Clerk."

Which bond is in the following words and figures, to wit:—

"IN THE CIRCUIT COURT OF THE UNITED STATES
for the Eastern District of Arkansas.

WILLIAM RUSSELL
vs.
MARY W. W. ASHLEY, WILLIAM E. ASHLEY, HENRY C. ASHLEY, MARY ASHLEY FREEMAN, who appears by her Guardian *ad litem* LUKE E. BARBER, and ROSWELL BEEBE, and GEORGE C. WATKINS.

In Chancery.

Know all men by these presents, that we, Roswell Beebe, and Peter T. Crutchfield, and Richard H. Johnson, are held and firmly bound unto the above-named William Russell in the sum of two thousand dollars, to be paid to the said William Russell, his executors or administrators. To which payment, well and truly to be made, we bind ourselves and each of us, jointly and severally, and our and each of our heirs, executors, and administrators, firmly by these presents, sealed with our seals, and dated this eighth day of May, A. D. eighteen hundred and fifty-five.

Whereas, the above-named Mary W. W. Ashley, executrix; William E. Ashley, Henry C. Ashley, Mary Ashley Freeman by her guardian *ad litem*, Luke E. Barber, Roswell Beebe, and George C. Watkins have prayed an appeal to the Supreme Court of the United States from the decision and decree of the Circuit Court of the United States for the Eastern District of Arkansas, in chancery rendered, at the April term thereof, A. D. eighteen hundred and fifty-five, in the above entitled suit; and whereas, it was ordered and adjudged by said Court, that said prayer for an appeal should be granted upon the said Roswell Beebe entering into bond unto the said William Russell in the penal sum of two thousand dollars, with good and sufficient security, to be approved by said court, or a judge thereof, and to be conditioned according to law.

Now, therefore, the condition of this obligation is such, that if the above-named Roswell Beebe shall prosecute his said appeal to effect, and shall answer and pay all damages and costs that shall be adjudged against him if he fail to make his appeal good, then this obligation shall be void, otherwise the same shall remain in full force and virtue.

ROSWELL BEEBE, [SEAL.]
P. T. CRUTCHFIELD, [SEAL.]
RICH. H. JOHNSON. [SEAL.]

Sealed and delivered in presence of witness, Joseph M. Newton, as to Roswell Beebe and P. T. Crutchfield. Witness, Roswell E. Beebe as to Robert Johnson.

"I hereby approve the foregoing bond, the securities named

therein being amply sufficient to discharge and pay the amount of the penalty therein mentioned.

Witness my hand this 10th day of May, A. D. 1855.

DANIEL RINGO,
U. S. Judge for the Eastern District of Arkansas."

"Filed 10th day of May, 1855.
Attest: WM. FIELD,
Clerk."

The following is a copy of the prayer for appeal filed in this case, to wit:—

"IN THE CIRCUIT COURT OF THE UNITED STATES
for the Eastern District of Arkansas.

In Chancery.

April Term, A. D. 1855.

WILLIAM RUSSELL
vs.
ROSWELL BEEBE, MARY W. W. ASHLEY, WILLIAM E. ASHLEY, HENRY C. ASHLEY, and MARY A. FREEMAN, who appears by LUKE E. BARBER, her guardian *ad litem.*

Came the said Roswell Beebe, Mary W. W. Ashley, William E. Ashley, Henry C. Ashley, by Watkins and Gallagher and S. H. Hempstead, their attorneys, and Mary A. Freeman, who appears by Luke E. Barber, her guardian *ad litem*, and prays for an appeal to the Supreme Court of the United States from the decree rendered by this court in favor the complainant here.

ROSWELL BEEBE,
MARY W. W. ASHLEY,
HENRY C. ASHLEY,
and WILLIAM E. ASHLEY,
By WATKINS & GALLAGHER & S. H. HEMPSTEAD, their Attorneys,
and MARY A. FREEMAN,
By LUKE E. BARBER, her guardian *ad litem.*"

"Filed 2d May, 1855.
WM. FIELD,
Clerk."

Copy of the Will of Chester Ashley.

"I, Chester Ashley, of Little Rock, in the State of Arkansas, do hereby make and publish this my last will and testament.

First. I hereby constitute and appoint my beloved wife, Mary W. W. Ashley, sole executrix of this my last will and testament.

Second. I hereby commit the guardianship of all my children, that is to say, of my son William Elliott Ashley, my daughter Frances Ann Ashley, and my son Henry Charles Ashley, until they shall respectively attain the age of twenty-one years, unto my said wife during her life, and this guardianship over my said daughter is to cease when she shall be married; and I hereby declare it to be my will and intention that each of my said children shall receive the best education that the circumstances of my estate will justify, to be paid for out of my estate as hereinafter provided.

Third. My property, real, personal, and mixed, of every name, nature, and description whatsoever, which I leave at the time of my decease, it is my wish, will, and intention that it shall go to my said executrix, to be by her retained or disposed of as she shall deem expedient for the payment of debts, education of children, and for the support of my said wife and children. And if my said wife shall deem it expedient for the advancement of the interest of my estate, she is hereby clothed with complete authority to sell and dispose of the same at public or private sale for cash or on credit, as she shall deem most advantageous for the interest of my estate, and I hereby give full and perfect authority to my said executrix to sell or otherwise dispose of all choses in action of whatsoever nature belonging to my said estate; and, in short, to do with each and every contract in which my said estate shall or may be interested as she may deem most advisable to advance the interest of my said estate.

Fourth. I hereby further authorize and empower my said executrix to sell and convey in fee simple, or for a less estate, at public auction or private sale as she shall judge expedient, all my lands, tenements, and their appurtenances, wheresoever situated, or such part or parts of the same as she shall deem expedient for the advantage of my said estate, and to sign, seal, acknowledge, and deliver all, any, and every deed or deeds for the conveyance of all or any part of my said real estate in fee simple to any person or persons, their heirs or assigns, who shall purchase the same; and, finally, for my said executrix to do all and any act and thing in the disposing of the whole or any part of my said estate, whether the same be real, personal, or mixed, of any name, nature, description and value, and of any parcel and portion thereof, in as full and complete a manner as I might or could have done in the full enjoyment of life and health. And I wish my said executrix to dispose of the whole or any part of my said estate which she shall deem advisable to dispose of to the best advantage for the benefit of my said estate, and to apply the same avails to the payment of all or any of my just debts, or she may apply them as she shall deem most expedient.

Fifth. I hereby authorize and empower my said executrix to do all and every act and thing in regard to my said estate, real, personal, and mixed, to make compromises, rescind any contract or contracts,

make any new contract or contracts, compound with my debtor or debtors, receive property for debts due my said estate in lieu of money, and to receive any deed or deeds for any and all real estate or Spanish confirmations or concessions, and finally to do all and every act and thing in regard to any portion or all of my said estate, real, personal, or mixed, and in regard to debts due by my said estate, and debts due to my said estate, that I might or could lawfully do if in full health.

Sixth. And I hereby further authorize and empower my said executrix to make, execute, acknowledge, and deliver all and every deed or deeds for the conveyance of real estate, or any interest therein, that I should have been bound to have made if in full life, and to perform all contracts that I should have been bound to perform if in full life.

Seventh. It is my further will and intention that all my estate, real, personal, and mixed, that shall not be disposed of by virtue of the authority hereinbefore given to my said executrix, shall, after her death, go to and be divided equally, share and share alike, to my said three children; and further, that the avails of my said estate, after the payment of debts, shall be for the benefit of my said wife and for the maintainance and education of my said *child.*

Eighth. And it is my further will and intention that my said wife shall have the whole of my said estate during her life; but if she shall marry after my death, then it is my intention that she shall have one-third part of my whole estate absolutely.

Ninth. My further will and intention is, if my said wife shall desire, after payment of my debts, at any time to give to either of my said children such portion of my said estate as she may deem such child entitled to, or any part thereof, she is hereby fully authorized so to do; and further, if from any cause it shall not appear advisable to my said wife during her widowhood that either one of my said children should receive the control of his or her portion of my said estate, then I authorize my said wife, during her widowhood, to rent the property of said child in such way that such child, or the husband of my said daughter, shall only receive the use or income of the same, without having control of the property itself.

Tenth. It is my further will and intention that my said executrix shall not be required to give any bond or security for the faithful of the trusts herein confided to her.

Eleventh. It is my further will and intention that Mrs. Eliza Henderson, widow of Joseph Henderson, deceased, and sister to my beloved wife, do have and hold absolutely as her own property my negro woman slave for life, and her child; and it is my further intention, that the loan of five hundred dollars made by me to my well-beloved sister, Mary Van Alstyne, of Schadock Landing, in the State of New York, be and the same is hereby released to her, and she fully and absolutely discharged from the payment thereof.

Twelfth. I give to my brother, Pomeroy Ashley, such property as my said wife shall designate, not exceeding in value the sum of dollars.

And I do hereby revoke and declare null all and every will and testament by me heretofore made, hereby declaring this instrument to be my last will and testament.

In testimony whereof, I, Chester Ashley, have hereunto set my hand and affixed my seal to this my last will and testament, at Little Rock aforesaid, this sixteenth day of September, in the year eighteen hundred and forty-three.

CHESTER ASHLEY. [SEAL.]

Signed, sealed, delivered, and published by the above-named Chester Ashley, as and for his last will and testament, in the presence of us, who, at his request, in his presence, and in the presence of each other, have hereto subscribed our names as witnesses thereto, at Little Rock aforesaid, this sixteenth day of September, A. D. eighteen hundred and forty-three.

E. WALTERS,
JOSEPH ASHLEY."

"THE STATE OF ARKANSAS,
County of Pulaski.

In the Court of Probate in and for the County of Pulaski and State of Arkansas, at and during the April term thereof, A. D. 1848.

The affidavits of Ebenezer Walters and Joseph Ashley taken, sworn to, and subscribed before the said Court of Probate in open Court, judicially sitting at the Court-house in the City of Little Rock, in said county, this tenth day of June, in the year of our Lord one thousand eight hundred and forty-eight.

These affiants, being first duly sworn, severally stated, on oath, that on the sixteenth day of September, A. D. 1843, the day of the date of the annexed within and foregoing last will and testament of Chester Ashley, since then deceased, the said Chester Ashley was a resident of the said County of Pulaski, in said State, and was then over the age of twenty-one years, and from thence until and at the time of his decease continued to reside in said county; and that on the said sixteenth day of September, A. D. 1843, the said Chester Ashley was of sound and disposing mind and memory; and that on the said last mentioned day the said Chester Ashley, so being of sound mind, at the City of Little Rock, in said county, subscribed, and signed, and sealed said will within, and annexed at the end thereof, and that such signature was so made by him, and is in his own proper handwriting; and that such subscription and signature was so made by the said Chester Ashley in the presence of each of these affiants, and that the said Chester Ashley, at the time of so making such subscription, declared and published the said instrument within and annexed hereto, and so subscribed, to be his last will and testament, and that each of

these affiants then and there, in the presence of the said Chester Ashley and in the presence of each other, signed his name as a witness at the end of said will, at the request of the said Chester Ashley, the testator therein named, and that the respective signatures of these affiants to said instrument hereto and within annexed are genuine, and our proper handwriting respectively.

E. WALTERS,
JOSEPH A. ASHLEY.

Subscribed and sworn to in open Court this 10th day of June, A. D. 1848.

GORDON N. PRAY,
Clerk.

"THE STATE OF ARKANSAS,
County of Pulaski.
To wit.

In the Court of Probate in and for the County of Pulaski and State of Arkansas, at and during the April term thereof, A. D. 1848: 10th day of June, A. D. 1848.

Probate of the last Will and Testament of Chester Ashley, deceased.

On this day comes Mary W. W. Ashley and presents and shows to the Court here a paper purporting to be the last will and testament of Chester Ashley, late of the said county, deceased, wherein she, the said Mary W. W. Ashley, widow of the said deceased, is named and constituted the sole executrix thereof, and, according to the terms thereof, without security for the faithful performance by her of the trusts therein confided to her, and prays the court here that said instrument so purporting to be such last will and testament be admitted to probate as prescribed by law; and thereupon were produced and sworn in open court Ebenezer Walters and Joseph Ashley, whose names appear upon said will as the subscribing witnesses thereto, who, after being duly sworn, deposed as follows (the same being endorsed on said will), to wit: That on the sixteenth day of September, A. D. 1843, the day of the date of the last will and testament of Chester Ashley, since then deceased, the said Chester Ashley was a resident of the County of Pulaski, in the State of Arkansas, and was then over the age of twenty-one years, and from, until, and at the time of his decease, continued to reside in said county; and that on the said sixteenth day of September, A. D. 1843, the said Chester Ashley was of sound and disposing mind and memory, and that on the said last mentioned day the said Chester Ashley so being of sound mind at the City of Little Rock, in said county, subscribed, and signed, and sealed said will at the end thereof, and that such signature was so made by him, and is in his own proper handwriting, and that such subscription and signature was so

made by the said Chester Ashley in the presence of each of said affiants; and that the said Chester Ashley, at the time of so making such subscription, declared and published the said instrument so subscribed to be his last will and testament, and that each of said affiants then and there, in presence of the said Chester Ashley and in the presence of each other, signed his name as a witness at the end of said will, at the request of the said Chester Ashley, the testator therein named; and that the respective signatures of affiants to said instrument are genuine, and their own proper handwriting respectively.

Whereupon, and on inspection of said will, and hearing of said affidavits, the court being now well and sufficiently advised of and concerning the premises and of what order to make herein—

It is therefore considered, ordered, and adjudged by the court here that said instrument so produced and exhibited, and so proved and verified by said witnesses, be, and the same is hereby recorded and admitted as and for the last will and testament of the said Chester Ashley, deceased; and that letters testamentary be granted thereon, pursuant to law, to the said Mary W. W. Ashley (she making the affidavit prescribed by law in such cases), the executrix therein named, and that in pursuance of the terms and import of said will the said executrix be not required to give any security for the faithful performance of the trusts in and by said will confided to her, and that the same be filed and duly recorded in the office of the Clerk of this Court, as prescribed by law.

THE STATE OF ARKANSAS,
County of Pulaski, ss.

I, Gordon N. Pray, Clerk of the Circuit Court, and ex-officio Clerk of the Court of Probate in and for the county aforesaid, do hereby certify that the foregoing entry, purporting to be from the proceedings of said Probate Court, is a true and complete copy thereof from the record of said Court: And in pursuance of the order aforesaid, I hereby further certify and make known that the annexed and foregoing instrument of writing has been duly and in due form proved and established to be, and probated before said Court of Probate as the last will and testament of said Chester Ashley, deceased.

In testimony whereof, I hereunto set my hand as such clerk, and [L. S.] affix the seal of my office, in the city of Little Rock, in said County of Pulaski, this 10th day of June, A. D. 1848.

GORDON N. PRAY,
Clerk."

"THE STATE OF ARKANSAS,
Pulaski County.

In the Pulaski Probate Court, at the April term thereof, A. D. 1848; 10th day of June, A. D. 1848.

I, Mary W. W. Ashley, executrix of the last will and testament

of Chester Ashley, deceased, hereunto annexed, do solemnly swear that I will make a true and perfect inventory of the estate of said Chester Ashley, deceased, and faithfully execute his said last will and testament, pay the debts and legacies as far as his assets will extend and the law direct, render just accounts of my executorship, and faithfully perform all things required of me by law, touching the execution of said last will and testament. So help me God.

MARY W. W. ASHLEY."

Sworn to and subscribed before me, this 10th day of June, A. D. 1848.

GORDON N. PRAY,
Clerk Pulaski Probate Court.

"THE STATE OF ARKANSAS,
Pulaski County, ss.

I, Gordon N. Pray, Clerk of the Circuit Court, and ex-officio Clerk of Court of Probate within and for the county aforesaid, do hereby certify that the annexed within and foregoing will of Chester Ashley, deceased, certified as above, is correctly recorded on pages 131, 132, 133, 134, 135, 136, 137, 138, and 139 of "Record of Wills in my office."

In testimony whereof, I hereunto set my hand as such clerk, and affix the seal of my office, at office in the city of Little Rock, [L. S.] in said County of Pulaski, this 12th day of June, A. D. 1848.

GORDON N. PRAY,
Clerk.

THE STATE OF ARKANSAS,
County of Pulaski, ss.

I, Gordon N. Pray, Clerk of the Circuit Court, and ex-officio Clerk of the Court of Probate within and for the county and State aforesaid, do hereby certify that the will of Chester Ashley, deceased, contained and annexed on the foregoing nine pages and this page, is a true and complete transcript thereof from the record of my office, as the same appears thereon.

And in testimony whereof I hereunto set my hand as such clerk, and affix the seal of my office, this 27th day of April, A. D. [L. S.] 1853.

GORDON N. PRAY,
Clerk."

"Filed 28th April, 1853.

WM. FIELD,
Cl'k."

IN THE CIRCUIT COURT OF THE UNITED STATES
in and for the District of Arkansas.

WILLIAM RUSSELL
vs.
CHESTER ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS.

In Chancery.

The separate answer of said defendant, Chester Ashley, to the matters contained in the original bill of said Russell, in respect of which the original answer of said Ashley has been adjudged insufficient on exception taken thereto.

The defendant, now and at all times saving all exceptions which can or may be had or taken to the many errors, uncertainties, and other imperfections in said complainant's bill—

For answer to the 2d interrogatory, respondent admits that exhibit *A*, on examination, he finds to be a correct plat of the lands set forth in complainant's bill and the adjoining lands, and so admits in this answer.

In answer to the 3d interrogatory, this respondent says that township one, north of range twelve west (south of Arkansas river), was not, on the 12th day of April, A. D. 1814, within the County of Arkansas, in the Territory of Missouri, within the knowledge, information, or belief of this respondent. He believes that part of said township aforesaid, south of Arkansas River, was in said county of Arkansas and Territory of Missouri.

In answer to the 4th interrogatory, respondent says that the President of the United States did not, on the 18th day of April, 1820, designate the fourth Monday of November then next, as the time for issuing patents to the soldiers of the then late army, entitled to bounty lands in the land district of Lawrence County aforesaid, within the knowledge or belief of this respondent.

In answer to the fifth interrogatory, respondent says he does not know that said Register of Lawrence Land District gave the notice in the Arkansas Gazette, on the 2d July, 1820, referred to in said interrogatory; he believes such a notice was published in said Gazette, but has no knowledge, information, or belief by whom it was caused to be done.

In answer to the 6th interrogatory, respondent answers that said Benjamin Murphy did not produce to said Register and Receiver, in September, 1820, at their said office, the evidence in support of his said pre-emption right, and have the same proven to their satisfaction within the knowledge, information, or belief of this respondent; he has heard that he did do so, but respondent does not believe that he ever did.

In answer to the 7th interrogatory, respondent states that exhibit *B* of complainant's bill is not a true copy of the record and proceed-

ings of the proof and allowance of said pre-emption right before said Register and Receiver, as the same remains in the Register's office in the Batesville Land-office, agreeable to the best of respondent's knowledge, information, and belief; that said exhibit appears to be a mere extract of a memorandum, not signed by said Register or Receiver, and he does not believe same is a true copy of any record in said office.

In answer to the 9th interrogatory, respondent states that he has no knowledge or information of any lands having been proclaimed for sale by the President, at the time referred to in said interrogatory, in the said Lawrence Land District, and does not believe any had been proclaimed.

In answer to the tenth interrogatory, respondent states that he does not know that said Murphy sold to William Trimble and Townsend Dickinson one undivided half of his said claim, on the 15th September, 1820, as is alleged in complainant's bill, and he has no information in relation thereto; he has heard of sales made by Murphy to divers persons, and he believes to Trimble and Dickinson, but has no information or belief in relation to the quantity sold, or the time, or any other particular in relation to it.

In answer to the eleventh interrogatory, respondent states that he does not know whether exhibit *C* is a true copy from the record or not, nor has he been informed anything in relation to said exhibit, other than is shown by the evidence thereof; but the same being duly certified by the proper officer, he believes the same to be a true copy from the record.

In answer to the twelfth interrogatory, respondent states that he does not know anything of his own knowledge concerning the said alleged sale from said Murphy and wife, and said Dickinson and Trimble to said complainant, nor has he any information in relation thereto, other than that derived from having seen the record of a deed to that effect in the Recorder's office of Pulaski county, and he has no recollection of having heard anything in relation thereto, and has no belief in relation to the matter.

In answer to the thirteenth interrogatory, respondent states that he does not know, but from the fact that the exhibits mentioned in said 13th interrogatory are certified by the officer having the custody of the records, he believes that the same are correctly copied from the records of Pulaski county.

In answer to the 14th interrogatory, respondent states that he does not know what interest (if any) said Murphy retained on the 8th day of March, 1821, whether the same was more or less than a sixteenth part, or whether he had any interest at the time; respondent has no information in relation thereto by hearsay or otherwise, and has therefore no belief on the subject.

In answer to the 15th interrogatory, respondent says that he does not know of his own knowledge, but from information recently obtained, he believes it to be true that said execution issued upon

said judgment, and that at a sale made thereunder, said complainant became the purchaser of and obtained a sheriff's deed for all of said Murphy's pretended interest in said pretended pre-emption claim.

In answer to the 16th interrogatory, respondent says that he does not know anything in relation to said alleged sale to said Crittenden, Trimble, and Eskridge, nor has he any information in respect thereof, other than that derived from having seen the record of the deed exhibited by said bill. Respondent, from seeing the record of said deed, believes said complainant did execute said deed.

In answer to the 17th interrogatory, respondent states that the three New Madrid certificates referred to in said interrogatory, were not located in or prior to the year 1820, so as to include and cover the whole of or any part of the lands claimed to be covered by said pre-emption right of Benjamin Murphy, or any other pre-emption right, or any lands adjoining those claimed to be covered by any pre-emption right, the said New Madrid certificates never having been located on any lands within the knowledge, information or belief of respondent.

In answer to the 20th interrogatory, respondent says, in further response to said interrogatory, that said complainant was not the rightful owner of one-half of said pre-emption claim, and Conway, Crittenden, Trimble, Oden, Eskridge, and Hardin, the owners, reputed and undisputed, of the other half in unequal proportions, prior to November 20, 1821, as, according to the best of deponent's knowledge, information or belief, neither one of said persons were the rightful owners of any portion of said claim of pre-emption.

In further answer to the 21st interrogatory, respondent states that complainant and other owners of said town never did, within his knowledge, information, or belief, execute a bill of assurance as described in said original bill, but respondent admits that said complainant and others did on the 20th of November, 1821, execute a bill of assurances in relation to the town of Little Rock. Respondent denies that they or either of them were the owners of the town, or any part thereof, at that time or previous.

For answer to the 22d interrogatory, respondent says that said complainant and his co-owners did not then cause duplicate plats of said town to be then executed, as is alleged in complainant's bill, one signed and the other not signed by them, so far as respondent knows, has heard, or believes. He saw a plat in the Recorder's office, purporting to have been signed by Russell and others, but has never heard of any other, and he does not know that the plat was signed by those whose names were affixed to it, but believes it was.

In answer to the 23d interrogatory, respondent states that the bill of assurance, as stated in complainant's bill, was recorded in Pulaski County, as he has seen the record thereof; he does not know, but believes it is truly recorded. He does also know that a plat purporting to have been signed by Russell and others, was pasted into a record book; that for many years past it has become detached from

said book, and the last time he examined, he found only the fragments of a plat in the office. Respondent has no knowledge, information or belief as to the time said plat was thus pasted in said record book, or by whom the same was done, or by what authority; neither does he know how or by what means the same became detached. Respondent believes the fragments in said office are a part of the plat originally placed there, and respondent further states that according to the best of his knowledge and belief no plat ever was legally recorded.

In answer to the 24th interrogatory, respondent states that he does not know whether *G G* is a true copy of said original signed plat as it now exists, mutilated and defaced, in the Recorder's office. He has no information in relation to, and has no means of knowing whether the same is a part of the original plat or not; he believes it is, solely from the fact that it was found in the Recorder's office.

In answer to the 25th interrogatory, respondent says that he does not know of his own knowledge, or by hearsay, or in any other way, whether exhibit *H* is a true, correct, and exact duplicate and copy of said original recorded plat, except the signature, and does not believe it is, as this respondent has a plat made more than 20 years since with which it does not agree. This respondent has no means of pointing out the differences, if any exist, as he does not recollect the lines of the map originally pasted in the record book.

In answer to the 28th interrogatory, respondent further answering, states that a compromise was made on the 22d day of November, 1821, between the reputed owners of the New Madrid and preemption claimants, as set forth in complainant's bill, and a deed was executed by said Russell and others to this respondent, a true copy of which is set forth in exhibit *K*, and this respondent, for himself, and as attorney for others, executed a deed to said complainant and others, but whether exhibit *L* is a true copy of such deed respondent does not know; he believes it is, from the fact of such a record existing.

In answer to the 29th interrogatory, respondent states that the deed so executed by respondent to said Russell and others, for himself, and as attorney for others, was afterwards ratified and confirmed by deed of 28th of December, 1821, by said Henry Elliott, James De Baun, and Nathaniel Philbrook.

In answer to the 38th interrogatory, respondent says that he does not know and cannot state from information, belief, or otherwise, whether or not said complainant and his said pretended co-owners made partition of their pretended share in said town, in the manner stated in said bill, by the deed, a copy whereof is stated to be exhibit *M*. Respondent does not know that exhibit *M* is a copy; he known nothing of the matter, except as shown by complainant's bill.

In answer to the 41st interrogatory, respondent says he has no knowledge or information, by hearsay or otherwise, that complainant

did attend at said land-office, at the seat of justice of Independence county, more than two weeks before the said third Monday in October, 1823, prepared and ready to enter, and for the purpose of paying for and entering said lands, under said pre-emption claims, and does not believe he did so attend, and fully believes he has heard respondent admit the record to be true.

In answer to the 45th interrogatory, respondent says that the said Register and Receiver, at Batesville, did not on the 10th day of January, 1825, decide that complainant had the right to enter said lands by virtue of said pre-emption right, and allow him to enter and purchase them accordingly, within the knowledge of this respondent, and he has no information, by hearsay or otherwise, that they ever did so decide; and respondent has good reason to believe, and does believe that no such decision was ever made by said officers, that he had the right to enter the lands under said pre-emption, but that the land officers aforesaid suffered him to enter them at private entry, under a false and fraudulent representation made by him that the lands had been offered for sale in 1823, as the respondent fully believes.

In answer to the 49th interrogatory, respondent says that complainant did not then, in his own name, enter, purchase, and pay for said lands under said pre-emption right, and obtain such duplicate receipts therefor as are in that behalf above mentioned within the knowledge, information, or belief of this respondent.

In answer to the 54th interrogatory, respondent says that he does not know that Townsend Dickinson, on the 13th day of October, 1820, did sell and convey to said Joseph Hardin one undivided sixteenth of said claim of said Benjamin Murphy to pre-emption, and he has no information in relation thereto, by hearsay or otherwise, on which to ground a belief.

In answer to the 55th interrogatory, respondent states that he does not, of his own knowledge know, nor has he any information, by hearsay or otherwise, that the co-owners with complainant named in the 93d interrogatory, on the 8th of March, 1822, did divide and partition among themselves by deed of that date, all their portion of said town. Respondent has no knowledge or information in relation to the matters on which to found a belief.

In answer to the 56th interrogatory, respondent states that the lots mentioned in said interrogatory were not conveyed to this respondent by deed from Russell and others at the time of the compromise, and were therefore claimed by said complainant and the other claimants of said pretended pre-emption, and were included in the quit-claim deed executed by respondent for himself and others, as before stated, at the time of the compromise. Respondent of his own knowledge, or by information from hearsay or otherwise, cannot state about any deed of partition between the said Russell, Crittenden, Trimble, Eskridge, Oden, and Hardin.

In answer to the 57th interrogatory, respondent says he does not know, and cannot set forth, from information or otherwise, what lots

were conveyed to said Hardin as his portion, or that Crittenden, Trimble, Oden, and Eskridge conveyed to said Hardin, on the 29th day of August, 1823, by deed of that date, the fifteen lots in the 56th interrogatory mentioned as his separate and divided and individual share in said town; or that said Hardin accepted the said fifteen lots as his whole share therein.

In answer to the 58th interrogatory, respondent says he does not know, and cannot set forth, from information or otherwise, whether Joseph Hardin, on the 30th day of December, 1824, or at any other time, conveyed the said fifteen lots in the 56th interrogatory mentioned, to complainant.

In further answer to the 71st interrogatory, respondent states that Roswell Beebe paid for the floats to Jackson Crain and Joel Crain two hundred dollars, and to George Harris one hundred dollars, being the highest price for which floating pre-emption claims for eighty acres each were selling, as respondent believes.

In answer to the 116th interrogatory, respondent says, in further answer to said interrogatory, that neither himself nor Roswell Beebe, or any one else, has any title to an interest in said New Madrid claims, as the whole claims have been lost, and further states that there were few New Madrid claims attempted to be located at and adjoining Little Rock, and that one of said certificates was fraudulently issued, and was therefore void; and of the three other claims he had, before the forfeiture of the claims, all the interest in them except some two hundred and fifty or sixty acres, out of some one thousand acres, including the Dejoitois claim, recently ascertained to have been fraudulent and contrary to law.

And this respondent having fully answered said original bill touching the matters in respect of which his original answer was adjudged insufficient, on exception taken thereto insists, protests, and prays as in his said original answer he has done.

WATKINS & CURRAN,
Solicitors for Ashley.

District of Arkansas, sct.

Chester Ashley, the defendant named in the foregoing answer, after being duly sworn for that purpose, states that the facts set forth and contained in the annexed and foregoing answer, as far as the same are stated from his own knowledge, are true as therein stated, and so far as the same are stated from information derived from others, he believes the same to be true as therein stated.

CHESTER ASHLEY.

Sworn to and subscribed before me, at my office, this 5th day of October, 1846.

WM. FIELD, *Clerk.*
By D. W. CARROLL, *D. C.*

IN THE CIRCUIT COURT OF THE UNITED STATES
in and for the District of Arkansas.

In Chancery.

WILLIAM RUSSELL
vs.
ASHLEY, BEEBE, and WATKINS.

The separate answer of Roswell Beebe to the matters contained in the original bill of said Russell, in respect of which the original answer of said Beebe has been adjudged insufficient on exception taken thereto.

This defendant now and at all times, saving all exceptions, &c., for answer to said 8th interrogatory says: That he does not know, and cannot set forth from his belief or otherwise, whether or not said exhibit *B* is a true copy from said Register's office; but respondent says, that said exhibit appears to be a mere extract of a memorandum, not signed by said Register and Receiver, and is not therefore competent or proper evidence of any fact.

For answer to the 10th interrogatory, respondent says that he does not know anything of his own knowledge in relation to the sale from said Murphy to said Trimble and Dickinson, nor has he any information in relation thereto other than that derived from an inspection of the record of the deed referred to in said bill as exhibit *C*; but for anything respondent knows, or has been informed to the contrary, said sale was made at the time and in the manner stated in said bill; but this respondent is an utter stranger thereto, and cannot form any belief concerning the same.

For answer to the 11th interrogatory, respondent says that he does not know, nor has he been informed anything in relation to said exhibit *C* other than is shown by the record thereof, and from the fact that the same is certified by the proper officer, he believes the same to be a true copy from the record.

For answer to the 12th interrogatory, respondent says that he does not know anything of his own knowledge concerning the said alleged sale from said Murphy and wife, and said Dickinson and Trimble to said complainant, nor has he any information in relation thereto other than that derived from having seen a deed upon record to that effect, but that for anything that respondent knows, or has been informed to the contrary, said Murphy and wife, and said Trimble and Dickinson, on said 6th of October, 1820, sold and conveyed to said complainant one undivided half of said pretended claim; but this respondent is an utter stranger, and cannot form any belief concerning the same.

For answer to the 13th interrogatory, respondent says that he does not know, but from the fact that the exhibits mentioned in said 13th interrogatory are certified by the officer having the custody of

the records thereof, he believes that the same are correctly copied from the records of Pulaski County.

For answer to the 14th interrogatory, respondent denies that said Benjamin Murphy acquired, or ever had any interest whatever in said lands by virtue of said pretended pre-emption right, but says that he does not know and cannot state from his information and belief what interest said Murphy claims to have in said pretended pre-emption right on said 8th day of March, A. D. 1821.

For answer to the 15th interrogatory, respondent says that he does not know of his own knowledge, but from information he beleves it to be true that said execution issued upon said judgment, and that at a sale made thereunder, said complainant became the purchaser of and obtained a sheriff's deed for all of said Murphy's pretended interest in said pretended pre-emption claim.

For answer to the 16th interrogatory, respondent says that he does not know anything in relation to said alleged sale to said Crittenden, Trimble, and Eskridge, nor has he any information in respect thereof, other than that derived from having seen the record of the deed exhibited by said bill, but that for anything he knows or has been informed to the contrary, said complainant did execute said deed.

For answer to the 17th interrogatory, respondent says that he does not know of his own knowledge, but he has been informed and believes it to be true that said three New Madrid claims were attempted to be located at the time and in the manner stated in said bill, and that it was the opinion of the land-officers, the belief of the claimants thereunder, and the general impression in the community from that time until the decision of the Commissioner of the General Land-office hereinafter mentioned, that they were so located, but respondent denies that said claims or either of them were ever located on any part of the land covered by said pretended pre-emption claims.

For answer to the 18th interrogatory, respondent says that he does not know, and cannot state from information or otherwise, anything in relation to the acts of Amos Wheeler and others, in obtaining possession of said lands.

For answer to the 19th interrogatory, respondent says that he does not know of his own knowledge anything concerning said action of forcible entry and detainer, nor has he any information in relation thereto other than that derived from said exhibit marked *F*, referred to in said bill, but from that he believes that such proceedings were had in said action as are stated in and shown by said exhibit *F*.

For answer to the 24th interrogatory, respondent says he believes that said exhibit *G G* is a true copy of said plat as it now exists, mutilated and defaced, in the Recorder's office.

For answer to the 25th interrogatory, respondent says that he never saw said recorded plat until long after it was so torn and defaced, but from his information upon the subject, he believes that said exhibit *H* is a correct copy of said recorded plat, except the

signatures, as far as relates to the lands covered by said pretended pre-emption right.

For answer to the 28th interrogatory, respondent says that he does not know of his own knowledge anything in relation to said compromise, nor has he any information concerning the same, other than that derived from having seen the record of said exhibits *K* and *L*, but from that information respondent believes and admits that on the 22d day of November, 1821, or about that time, said complainant and his said pretended co-owners executed the deed, a copy whereof is exhibit *K*, and said Ashley for himself and as attorney for his said pretended co-owners executed the deed, a copy whereof is said exhibit *L*.

For answer to the 29th interrogatory, respondent says that he does not know of his own knowledge anything in relation to the ratification of said compromise, nor has he any information in respect thereof, other than that derived from having seen the record of what purported to be an endorsement satisfying said compromise, but for anything respondent knows or has been informed to the contrary, said ratification was made at the time and in the manner stated in said bill.

For answer to the 38th interrogatory, respondent says that he does not know and cannot state, from information or otherwise, whether or not said complainant and his said pretended co-owners made partition of their pretended share in said town in the manner stated in said bill.

For answer to the 43d interrogatory, respondent says that he does not know and cannot set forth, from information or otherwise, what reason or reasons were assigned by said Register for refusing to permit said complainant to make said entry.

For answer to the 44th interrogatory, respondent says that he does not know and cannot set forth, from information or otherwise, whether or not said Register and Receiver assured said complainant that said pretended pre-emption could not be forfeited, so long as no plat was in said office, nor the lands entered by nor sold to any other person until they had been again advertised and offered for public sale; nor can respondent set forth, from information or otherwise, whether any or what assurances were made by said Register and Receiver to said complainant.

For answer to the 55th interrogatory, respondent says that he does not know, but from information derived from said exhibit *O*, he believes that said complainant's said pretended co-owners made partition at the time and in the manner stated in said bill.

For answer to the 56th interrogatory, respondent says that he does not know, but from information derived from the records of the deeds, copies whereof are filed with said bill, marked as exhibits *K* and *L*, he believes that the lots mentioned in said 56th interrogatory were conveyed thereby as in said bill is stated.

For answer to the 57th interrogatory, respondent says that he does

not know and cannot set forth, from information or otherwise, what lots were conveyed to said Hardin as his portion; respondent has no information in relation thereto, other than that derived from having seen the record of what purported to be a deed to that effect, a copy whereof is referred to in said bill, as exhibit *P*, but from anything he knows or has been informed to the contrary, said lots were conveyed to and accepted by said Hardin in the manner stated in said bill.

For answer to the 59th interrogatory, respondent says that he does not know, but has been informed and believes that the lots mentioned in said interrogatory 59, were by said compromise allotted to said Ashley. Respondent does not know and cannot set forth, from information or otherwise, whether the same lots were conveyed by said Ashley and wife to said complainant, that he has no information in relation thereto other than that derived from having lately seen and examined the record of the deed, a copy whereof is exhibited with said bill, marked *R*, but that for anything he knows or has been informed to the contrary, said Ashley and wife executed said deed and conveyed said lots according to the terms thereof.

For answer to the 66th interrogatory, respondent says that portions of the lands claimed by virtue of said pretended pre-emption right had been conveyed by said pretended original owners to a great number of individuals prior to the year 1838, that a great many buildings and improvements had been made and erected thereon after the same had been laid off into blocks and lots, and that said town had been incorporated as a city prior to that year, that the taxable value thereof was about dollars, and that the buildings and improvements thereon were worth about dollars.

For answer to the 68th interrogatory, respondent denies that Henry Elliott owned any interest in said town of Little Rock at the time of his death, under and by virtue of said alleged compromise, or under and by virtue of any other compromise or title; but whether or not said Henry Elliott claimed any interest in said town at the time of his death respondent does not know of his own knowledge, and cannot set forth from information or otherwise.

For answer to the 108th interrogatory, respondent says that he does not know and cannot state, from information or otherwise, how long said complainant has possession of said lots in block 80; believes that in 1840 said complainant caused said lots to be enclosed with a kind of fence made of posts and boards, which was shortly afterwards broken down, and the same has, since that time, been waste and unoccupied; and that ever since said patents issued until said sale to said Watkins, had constructive possession of, and paid taxes upon, said lots.

And the defendant having fully answered said original bill touching the matters in respect of which his original answer was adjudged insufficient on exceptions taken thereto; insists, protests, and prays, as in his said original answer he has done, &c. &c.

WATKINS & CURRAN,
Sol'rs for Beebe.

District of Arkansas, sct.

Roswell Beebe, the defendant named in the foregoing answer, after being duly sworn for that purpose, states that the facts set forth and contained in the annexed and foregoing answer, so far as the same are stated from his own knowledge, are true as therein stated, and so far as the same are stated from information derived from others, he believes the same to be true as therein stated.

ROSWELL BEEBE.

Sworn to and subscribed before me, at my office, this 5th day of October, A. D. 1846.

WM. FIELD,
Clerk.

By D. W. CARROLL,
D. C.

IN THE UNITED STATES CIRCUIT COURT
in and for the District of Arkansas.

In Chancery.

The second amended answer of Chester Ashley to the 7th, 20th, 116th interrogatories propounded in the bill of complaint in this court, exhibited by William Russell against said Ashley, Roswell Beebe, and George C. Watkins.

For answer to the said 7th interrogatory, respondent says that said Register and Receiver did not adjudge and decide the evidence of said Benjamin Murphy to be sufficient, and allow and grant him a pre-emption right upon any part of the lands mentioned in said bill, nor could they have done so for the reasons mentioned and set forth in the original answer of this respondent in this behalf; respondent admits he has been informed, and believes it to be true, that said Register and Receiver, about the time specified in said bill, attempted so to do, but denies that they did so adjudicate or grant and allow any such pre-emption.

For answer to the 20th interrogatory, respondent says that after the decision of said Superior Court said complainant continued in possession of the lands awarded to him by said decision, and was the reputed but not the rightful owner of one-half of said pretended pre-emption claim until the 20th day of November, A. D. 1821, and said Conway, Crittenden, Trimble, Oden, Eskridge, and Hardin, were the reputed owners of the other half of said pretended pre-emption claim in equal proportions.

For answer to the said one hundred and sixteenth interrogatory, respondent denies that either him or said Beebe ever had any title to an interest in any part of either of said New Madrid claims.

And this defendant having now fully answered said bill, insists,

protests, and prays, as in his said original and first amended answer he has done.

WATKINS & CURRAN,
Solicitors of Ashley.

District of Arkansas, sct.

Chester Ashley, the defendant named in the foregoing answer, after being duly sworn for that purpose, states that the facts set forth and contained in the annexed and foregoing answer, so far as stated from his own knowledge, are true as therein stated, and so far as the same are stated from the information of others, he believes the same to be true as therein stated.

CHESTER ASHLEY.

Sworn to and subscribed before me, this 30th day of June, A. D. 1847.

WM. FIELD,
Clk.

THE UNITED STATES OF AMERICA,
District of Arkansas.

In the Circuit Court of the United States for the District of Arkansas, in Chancery sitting, on the 9th day of May, A. D. 1848, at the April term of said court, A. D. 1848.

WILLIAM RUSSELL, Complainant,
vs.
ASHLEY, BEEBE, and WATKINS, Defendants.

In Chancery.

On this day came the said parties by their respective solicitors, and thereupon, on motion of the said complainant and by consent of parties, it is ordered by the court here that both parties have leave until the first day of November next, to take the depositions of witnesses before any Judge or Justice of the Peace of any of the United States, to be read as evidence on the final hearing of this cause.

And thereupon, on motion and by consent, it is ordered that this cause be set for final hearing upon bill, answer, exhibits, and testimony taken and to be taken in this behalf at the next term of this court, to which time the same is continued.

A true copy from the record.

Attest:

WM. FIELD,
Clerk.

By JOHN T. TRIGG,
D. C.

And afterwards, to wit, on the 10th day of April, 1849, the following order was had in said cause, to wit:—

This day came the said complainant by his solicitors and files his motion herein in writing for an enlargement of the term for taking the testimony in this case; and thereupon, it is ordered that the time for that purpose be accordingly enlarged and extended for nine months from this date.

A true copy from the record.
Attest:

WM. FIELD,
Clerk.

By JOHN T. TRIGG,
D. C.

IN THE CIRCUIT COURT OF THE UNITED STATES
in and for the State and District of Arkansas.

WILLIAM RUSSELL, Complainant,

vs.

MARY W. W. ASHLEY, WILLIAM E. ASHLEY, FRANCES A. ASHLEY, HENRY C. ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS.

In Chancery.

To the Honorable BENJAMIN JOHNSON, Judge of the District Court of the United States for the District aforesaid, and one of the Judges of said Circuit Court.

And now on this day comes the said complainant by his solicitors, and represents and shows to your Honor that the parties are at issue in the above entitled cause, and prays your Honor to appoint a Commissioner to take testimony in said suit to be read as evidence on the trial of said cause, and respectfully suggests to your Honor the name of Luke E. Barber as a competent and suitable person to take said depositions or testimony; and he will ever pray, &c.

RINGO & TRAPNALL,
Solicitors for Complainant.

State and District of Arkansas, sct.

On hearing the above petition, and considering the same, ordered that Luke E. Barber be, and he is hereby appointed a Commissioner to take the testimony of witnesses in the cause in said petition mentioned.

Done at my Chambers, in the City of Little Rock, in the State and District aforesaid, this 7th day of October, A. D. 1848.

B. JOHNSON,
Judge, &c.

A true copy from the record.
Attest:

WM. FIELD,
Clerk.

By JOHN T. TRIGG,
D. C.

THE UNITED STATES OF AMERICA,
State of Arkansas, sct.

The President of the United States, to Luke E. Barber, Commissioner to take testimony in the cause in the caption hereof stated, duly appointed by the Circuit Court of the United States for Arkansas District, in Chancery sitting, greeting:—

You are hereby commanded to cause to come before you William E. Woodruff and Sam. C. Roane, witnesses, and them diligently examine on the annexed interrogatories and cross-interrogatories, on the part of the complainant as well as of the defendants, in a certain suit now pending in our said Circuit Court, sitting as a Court of Chancery, in which William Russell is complainant, and Mary W. W. Ashley, Henry C. Ashley, Frances A. Ashley, Wm. E. Ashley, Roswell Beebe, and George C. Watkins are defendants, and that you then and there examine them apart, upon their respective corporeal oaths, first taken before you, upon the Holy Evangelists, and that you reduce their examinations to writing; and when you shall have so taken them, that you send the same with this dedimus closed up, under you seal, to our said Circuit Court at the city of Little Rock, without delay.

In testimony whereof Roger B. Taney, Chief Justice of the United States, hath caused the seal of said Circuit Court to be hereto affixed, this 27th June, 1849, and in the 74th year of American Independence.

[SEAL.]

Attest: WM. FIELD,
Clerk.

By JOHN T. TRIGG,
D. C.

IN THE CIRCUIT COURT OF THE UNITED STATES
in and for the Arkansas District.

WILLIAM RUSSELL, Complainant,

vs.

MARY W. W. ASHLEY, WILLIAM E. ASHLEY, FRANCES A. ASHLEY, HENRY C. ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

In Chancery.

The following are of the interrogatories to be put to witnesses on the part of the complainant, each witness to answer the interrogatories indicated at the bottom hereof.

Interrogatory 1st. Have you at any time resided at the town (now city) of Little Rock, in the State of Arkansas; how long since you first resided there; were you well acquainted with Chester Ashley from that time to the time of his death, or how long?

2d. Did you at any time establish and publish a weekly newspaper in said town (now city); and if so, how long was said paper continued to be published, and what was it called? Was there any other newspaper then published in the territory (now State) of Arkansas, or how long before any other newspaper was established in said territory?

3d. Did said Gazette publish the laws of the United States, proclamations by the President of sales of public lands, and the like, by authority of the Government; and if so, at what time did it commence, and how long did it continue as such public printer?

4th. Was Chester Ashley a subscriber for said Gazette; and if so, how long did he continue such subscriber and receive said paper; and do you know whether he was a regular and constant reader of said Gazette?

5th. Was there published in said Gazette, in or about June, 1820, a notice by the President of the United States, in relation to the issuing of patents to the soldiers of the then late army, entitled to bounties in the Land District of Lawrence county; and if so, how many weeks was said notice published, and what was its purport?

6th. Was there published in said Gazette in or about July, 1820, a notice by the Register of the Lawrence Land District, in relation to receiving evidence as to right of pre-emption in said district; and if so, how long was said notice published, and what the purport thereof, as to the place and time of commencing and terminating receiving such evidence; and by whom was such evidence to be taken?

7th. How long has Chester Ashley resided in Little Rock; when did he commence to reside there, and how long did he continue to reside there; what were your habits of intercourse with him during the time of such his residence, and how constant and intimate, if at all, were such habits?

8th. Was or not said Ashley during that whole period a practising lawyer in said town (now city); if so what was his reputation as an investigating lawyer, and especially in relation to land titles and real estate?

9th. Have you or not since November, 1821, heard the said Chester Ashley speak of a compromise made at Batesville, in November, 1821, by and between the owners of a pre-emption right, which had been granted to Benjamin Murphy, on lands south of the Arkansas River, and west of the Quapaw line, on which the City of Little Rock is situated, and the owners of certain claims commonly called New Madrid claims located upon the same lands? Have you heard him speak of said compromise repeatedly? What did he then say in respect to the same, and of the stipulation, agreements, promises of the parties to said compromise?

10th. Was or not said Ashley from the year 1821 to the time of his death, a large dealer, both in buying and selling lots and real estate in the town (now city) of Little Rock? Do you know of any

other person who, from 1821 to 1838, dealt as largely as said Ashley in said town and city lots?

11th. Was said Ashley very familiar with the titles to real property generally, in the town (now city) of Little Rock; what was his knowledge of such titles, and what was his habit in attending to and investigating them?

12th. Where does Mr. George C. Watkins reside? How long has he resided in the city of Little Rock? What is his profession, and how long has he practised it?

13th. Has said Watkins in that time been a considerable dealer in lots and real estate in said town or city; and what is his reputation as a vigilant and investigating lawyer, especially as to the title to real —— in said city?

14th. Where does Mr. Roswell Beebe reside; how long has he resided there; what was his habit in relation to the investigation of titles to real estate in said city of Little Rock; how long has he been a dealer in such real estate?

15th. Were you ever the agent of William Russell, the complainant, at the city of Little Rock; if so, when did your agency commence, and how long did it continue?

16th. Did you, as agent of William Russell the complainant, in September, 1838, or when, lease a fractional square in said city designated as block A, as the property of said Russell, to Messrs. Clark and Keith; and if so, for what term of years was said lease made, and what rent were said Clark and Keith to pay said Russell per annum therefor?

17th. Did said Clark and Keith about the second or third year of said term, and when, refuse to pay the rents to said Russell any longer, as they had agreed to do; and if so, why did they refuse to pay.

18th. What sum do you believe to be the cost or value of the dwelling-house, the steam-mill, and all the improvements on block A, in said city, in 1838 or 1839?

19th. How long has said William Russell had possession of said block A, by persons holding under his authority and title, and occupying the dwelling-house and improvements thereon?

20th. Who paid the taxes for and in the name of said Russell on said block A up to and including 1844?

21st. Were lots Nos. 11 and 12, and part of block No. 10 in block No. 80 of said city inclosed entirely around in 1840; and if so, who caused the same to be inclosed, and with what kind of fence; was it a good and substantial or a weak and shackling fence?

22d. Were said lots so inclosed situated directly upon and pointing to the street leading from the law-office of Mr. George C. Watkins to the Court-house; and if so, about how far from Mr. Watkins' said office?

23d. Was there any trespass committed or attempted by digging and hauling away dirt from said two lots and part of a lot in block

80, after the same had been so inclosed by such fence; and if so, at about what time, and by whom or whose authority was such trespass committed or attempted?

24th. Did any person in 1840, or afterwards, and prior to 1844, inform Mr. George C. Watkins that said two lots and part of a lot in block 80 had been inclosed by said William Russell, and that said Russell had for many years owned and claimed them; and if so, who was it?

25th. Who, for said William Russell, paid the taxes on said two lots and part of a lock in block 80, and also on fractional block F, and block No. 344 in said city for the year 1838, and previously and up to and including 1844; or for what number of years and what years were the same paid for said Russell?

26th. Did any person in 1840, or previously, and when, inform said George C. Watkins, that said William Russell then and for many years previously owned and claimed fractional block F in said city; and if so, who was the person?

27th. Has Roswell Beebe at any time since 1839, under a certain bond or covenant executed by him to the mayor and alderman of said city of Little Rock, dated July 6th, 1838, conveyed you certain lots in said city? and if so, state what lots he so conveyed, and what evidence he required, if any, to show that you had derived title to said lots by, from, or under some one or more of the original owners of said town, who claimed under the pre-emption right aforesaid.

28th. In the cases in which Mr. Beebe made you such deed, what knowledge and information about the rights of the original owners of said town, and of their assignees under which you claimed his conveyance, did he appear to have besides that you produced to him?

29th. What evidence of title from some one or more of the original owners of said town to the person claiming such conveyance did you understand from Mr. Beebe that he required in all like cases in which he made conveyances under his said bond and covenant; what have you heard him say in reference to his knowledge as to rights of individuals generally claiming such lots; did he profess to be ignorant about or to be well acquainted with, understand, and have a thorough knowledge thereof?

30th. Did you ever employ any person to obtain a patent for you on a New Madrid claim, granted to Benjamin Fody under William Porter, located on the south side of the Arkansas River in Pulaski county; and if so, whom did you so employ; and did he obtain said patent for you, and when?

31st. Was said patent shown to said Chester Ashley, or was he informed thereof in the year 1840, or previously; were the particulars of your obtaining it communicated to him; and if so, by whom, and when?

32d. State what means, if any you have or have had of knowing, and whether or not you do know the handwriting of said Chester

Ashley, and in whose handwriting is the name of Chester Ashley, which is subscribed to the paper hereto annexed and marked *X* 1.

33d. Have you in or since the year 1833 and prior to 1838 heard said Chester Ashley speak of said Russell's having entered the aforesaid lands under the pre-emption right aforesaid with the money so advanced by him, the said Ashley, as specified in the receipt set forth in the last interrogatory; what did he say of the title acquired by such entry of said lands, and the payment therefor; did he say that it was a good and valid title, or that it was defective and bad; have you heard him speak of the entry of said lands and payment therefor frequently about that time; and what did he say of the validity of the title so acquired?

34th. Did you or not in or since 1840, as the agent and for the use of said William Russell, apply to said Chester Ashley for the duplicate receipts of the Receiver of the land-office at Batesville, to said Russell for his payment of said land-office for fractional section No. 2, township No. 1 north, range No. 12 west, north of Arkansas River, and for the south fractional part of the northeast quarter of section No. 3, township No. 1 north, range No. 12 west, north of Arkansas River; did said Ashley deliver you said duplicate receipts for said Russell, or did he refuse to do so; and if he refused, what reason did he assign therefor?

36th. What have you heard said Chester Ashley, in speaking of the compromise made at Batesville in 1821, say as to whether or not a sale of the lands covered by said pre-emption had then been proclaimed by the President of the United States, or as to whether it was not then unknown when such sale would be proclaimed; was it known to you as public printer at that time when such sale of said lands would be proclaimed; and if so, to whom did you communicate the fact?

37th. What have you heard said Chester Ashley, in speaking of the compromise made at Batesville in 1821, say as to one or more parties to said compromise, and which of them, having then and there agreed and promised to aid by every means in his or their power in obtaining a patent, and completing the title to the lands aforesaid under said pre-emption right, and secreting every other claim to the same lands?

38th. About what sum do you suppose to have been the cost and value of the State-house, the State Bank, the Court-house, and public buildings of Pulaski County, and also of all the buildings and improvements made and owned by individuals in said city, west of the Quapaw line, on the lands covered by said pre-emption in 1838 or 1839?

39th. Upon the faith of what title to the lands covered by said pre-emption right has that portion of said city located thereon been built up, and said improvements made by the public and by individuals prior to 1839?

40th. Did you, prior to 1839, purchase and improve real estate in

that part of said city covered by said pre-emption right; if so, upon the faith of what title to such real estate did you make such purchase and improvement?

41st. Upon what and whose opinions and assurances of the validity of the title under said pre-emption did you mainly rely in making such purchase and improvement; and about what time were such opinions given or such assurances made?

42d. What have you heard said Chester Ashley say since 1824, and prior to 1838, in speaking of the title to the lands aforesaid under said pre-emption compromise and entry of said lands? Did he say or maintain that the title to said lands, so acquired, was legal, good, and valid, or that it was doubtful, or that it was defective or bad; or what did he say in relation thereto?

43d. Did you or not, on the 12th June, 1839, write to said William Russell as follows, to wit: "I cannot yet ascertain whether the N. Madrid claim which was originally located on the town tract, or the floating pre-emption located last summer by Mr. Beebe, will hold, but I presume a patent will issue for one or the other, as it seems the Department at Washington have fully determined to reject the pre-emption under the law of 1814. I have conversed with Col. Ashley on the subject this morning, and he (*says?*) that in neither event will your rights be jeopardized, nor those of any other person claiming lots under a regular chain of title from the original proprietors; for their rights were provided for, I believe, in the compromise between the Madrid claimants and yourself in 1821 or '22, and if Beebe holds under his floating claim, he is bound under the obligation he has recorded to ratify and confirm all regular titles."

44th. Did said Chester Ashley, on said 12th June, 1839, make to you the communications, statements, and assurances which you, in your said letter of that date to said Russell, represent and state that he made?

45th. State what means, if any, you have, or have had of knowing the handwriting, and whether or not you do know the handwriting of Chester Ashley and of William Russell, and in whose handwriting are the signatures to the paper hereto annexed and marked *X*—2?

46th. Who edited the newspaper published at Little Rock, in the State of Arkansas, called the "Arkansas State Gazette," in the year 1839? Was or not, during some period in that year, or about that time, a notice published in said newspaper in the language, or of the import following, to wit:—

"NOTICE."

"The undersigned, having received from the United States patents upon the entries made by him of the tracts of public lands at Little Rock, which by the deeds of compromise and partition executed by Messrs. Ashley, Russell, and others, alleged original proprietors, on the 22d day of November, 1821, are therein described as having been, by them, laid off into town lots:

Therefore notice is hereby given to all concerned, that the undersigned will be prepared, after the first day of January next, pursuant to his covenant executed on the 6th day of July, 1838, and duly recorded in the office of the Recorder in and for the County of Pulaski and State of Arkansas, to make the several deeds of relinquishment as therein contemplated.

ROSWELL BEEBE."

WASHINGTON CITY, *Oct. 20th*, 1839.

Have you ever seen said original notice? Have you ever seen the defendant Roswell Beebe write, and are you acquainted with his handwriting? Was not the name of said Roswell Beebe subscribed to said notice in his own handwriting? By whose direction or request was said notice published in said newspaper? and for what period of time was the same so published? Has said Roswell Beebe ever informed you that he had caused said notice to be so published, or to that effect? Have you or not in your possession or control a file of the said Arkansas State Gazette of about that date? and is such notice therein published?

48th. Have you or not, at any time, heard the said Chester Ashley, in speaking of said compromise made at Batesville in 1821, say whether or not it was then and there agreed upon by the parties to said compromise, in whose name the lands to which a pre-emption right had been granted to Benjamin Murphy, should be entered, when an entry thereof could be made? Whether any of the parties to said compromise, if any, and which of them objected to said lands being entered in Murphy's name; and if so, for what reasons? In whose name did he say that it was so then and there agreed that said lands should be entered? Did he say anything, and if anything, what, about a sheriff's deed to William Russell, the complainant, for Murphy's right to said pre-emption? Who, did he say of the parties to said compromise, if any, advised or insisted on said lands being entered in the name of said William Russell?

72d. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to this the subject of your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

The following are the interrogatories to be answered by Sam. C. Roane, to wit:—

35th. Have you or not, since the year 1821, and prior to 1838, heard said Ashley speak of the Register and Receiver of the Lawrence Land District having granted a right of pre-emption to Benjamin Murphy for the said lands upon which the city of Little Rock is situated, or speak of William Russell having entered and paid for said lands under said pre-emption in accordance with the compromise made at Batesville in 1821 aforesaid? And if so, what did he

say in regard to the title to said lands under the entry, compromise, and pre-emption aforesaid?

47th. Have you ever heard Chester Ashley speak of Governor Pope's location of the State-house Square in the city of Little Rock? Did he say that he advised said Governor Pope to locate said square where it is, or that he opposed its location at that place, or what did he say on the subject?

58th. Were you or not, on the 10th January, 1835, at the office of the Register and Receiver of the Land-office at Batesville for the Lawrence Land District? If you were then there, did you see William Russell, the complainant, in the offices at that time? Did you know or understand what his business at said offices then was? Was he not applying, at said Register and Receiver's offices, to enter and pay for fractional section two, and the northeast fractional quarter of section three, township 1 north, range 12 west, south of Arkansas River, and west of the Quapaw line (or on which the city of Little Rock is situated), under a right of pre-emption granted to Benjamin Murphy? Was or not the said pre-emption right, sheriff's deed, and title offered and produced by said Russell for said Murphy's pre-emption right, then discussed by said Register and Beceiver? What was their action thereon? What did they decide as to the validity thereof, and as to the right of said Russell to enter said lands, under said pre-emption and the title from said Murphy, so furnished? Did they or not permit said Russell to enter said lands under said pre-emption?

66th. State whether there was in the office of the Register of the Land-office at Batesville, prior to the year 1824, an official plat of township one north, of range twelve west; and if so, have you *shown* the fact? What was shown upon such plat, if such plat there was, as to the quantity or number of acres of the west fractional half of section two, and of the northeast fractional quarter of section three, south of the Arkansas River, and west of the Quapaw line in said township and range, or of either of said tracts, or as to any location of New Madrid claims on said tracts, and if any such New Madrid locations were shown thereon, how it was done? Describe minutely all that said plat did show in relation to said tracts.

67th. State what information, if any, such plat afforded as to the quantity or number of acres in either of said tracts, and what was shown by or could be ascertained from said plat in regard thereto. How many such plats, or plats of said township and range, were in said office prior to the year 1824?

69th. Do you know if there was circulated and signed by a portion of the inhabitants of the city of Little Rock, in the year 1839, a petition to the Congress of the United States, asking the action of that body to confirm and cause a patent to issue for lands on which said city is situated, or the entry thereof under the pre-emption act of April 12, 1814? State, if you know, what action Chester Ashley took in relation to that petition. Did he advocate or oppose it?

Did he use vigorous exertions in relation to it; and if so, were such exertions in favor of or against it? What, if anything, did he say to you on that subject?

72d. Do you know, or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue, or either of them, or that may be material to this the subject of your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

Wm. E. Woodruff to answer interrogatories 1 to 34 inclusive, 48 and 72.

Sam. C. Roane, 1, 9, 10, 11, 27, 28, 29, 35, 38, 39, 40, 41, 42, 47, 48, 66, 67, 69, and 72.

PIKE, RINGO, & TRAPNALL,
Solicit'rs.

Filed 6th November, 1848.

WM. FIELD,
Clerk.

IN THE CIRCUIT COURT OF THE UNITED STATES
in and for the District of Arkansas.

In Chancery sitting.

WILLIAM RUSSELL, Complainant,

vs.

MARY W. W. ASHLEY, WILLIAM E. ASHLEY, FRANCES A. ASHLEY, HENRY C. ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

In Chancery.

The cross-interrogatories to be propounded to witnesses examined in chief, pursuant to certain interrogatories filed in this behalf by said complainant, on the 6th day of November, 1848, each witness to answer the interrogatories indicated at the bottom hereof.

1st. Do you know of any instance in which said Beebe refused to make title to any lot in the city of Little Rock, under his said covenant, when the applicant exhibited to him such papers and documents as showed that he had a regular chain of title to such lot, from or under any of the original proprietors of said town? If you know of any such instance, state the name of the applicant, the description of the property, the time when and the place where such application was made, and what particular papers, conveyances, or documents were, upon such application being made, produced to said Beebe, showing that such applicant had such claim of title.

2d. Was it not the invariable practice of said Beebe, in making titles under his said covenant, to require the applicant to produce his title-papers, or a copy thereof, showing a regular chain of title? And did he not assign, as a reason therefor, that he adopted that course for the purpose of avoiding difficulty in case of conflicting

claimants for the same property; if not, what reason did he assign for such practice?

3d. Do you know of your own knowledge, or is it upon the information of others that you state why Keith and Clarke refused to pay rent? Have not said Keith and Clark fully paid all the rent they agreed to pay said Russell?

4th. Do you know of any instance in which any person paid, or agreed to pay, anything whatsoever to said Beebe or Ashley, for the purpose of obtaining a conveyance under said covenant; or do you know of any instance in which said Beebe or Ashley ever exacted, required, or claimed that any person having title derived from or under any of the original proprietors, should pay, or agree to pay, anything for such conveyance?

5th. Have not all the lots situated in said city, held by persons, by a regular chain of title, from or under any of the original proprietors, at the time of the issuance of said patent to said Beebe, been conveyed by him in pursuance of his covenant? If not, describe the lots which have not been so conveyed, and state the names of the persons who claim any of such lots under any such title, and whether any such claimants have ever made any and what kind of application to said Beebe for such conveyance.

6th. Had not all deeds executed by said Beebe under said covenant, been made and acknowledged at his cost and expense, or do you know of any instance in which the claimant was put to any cost or expense in obtaining such deed?

15th. Did you ever hear either said Beebe or Ashley say that said Beebe was barred, or liable beyond the terms or stipulations contained in his said covenant? And did not said Ashley and Beebe in all the statements or assurances you have heard them make in relation to the liability of Beebe to make titles to lots in said city, have reference to, or did not you understand them to refer to the obligations imposed on him by the execution of said covenant? or did you ever hear either of them say or intimate that Beebe would be barred to make title to any person unless he brought himself within the terms of said covenant?

WATKINS and CURRAN,
Sol'rs for Defendants.

Wm. E. Woodruff to answer cross-interrogatories 1, 2, 3, 4, 5, 6, 15.

Sam. C. Roane " " " 1, 2, 3, 4, 5, 6, 15.

Filed 15th Nov. 1848.

WM. FIELD,
Clerk.

By JOHN T. TRIGG,
D. C.

District of Arkansas, sct.

I, William Field, Clerk of the Circuit Court of the United States for the District of Arkansas, do hereby certify that the foregoing interrogatories to William E. Woodruff and Sam. C. Roane and cross-interrogatories, are truly copied from the originals now on file in my office in the case therein named, and that they are the interrogatories numbered in said originals as those to be propounded to said Woodruff and Roane.

In witness whereof I have hereto set my hand and affixed the seal of said Court, this 27th day of July, A. D. 1849, and in the 74th year of American Independence.

[SEAL.]

Attest: WM. FIELD,
Clerk.

By JOHN T. TRIGG,
D. C.

THE UNITED STATES OF AMERICA,
District of Arkansas.

In the Circuit Court of the United States in and for the State and District of Arkansas.

WILLIAM RUSSELL, Compt.,

vs.

MARY W. W. ASHLEY, WILLIAM E. ASHLEY, FRANCES A. ASHLEY, HENRY C. ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

In Chancery.

To the Honorable BENJAMIN JOHNSON, Judge of the District Court of the United States for the District aforesaid, and one of the Judges of said Circuit Court.

And now on this day comes said complainant by his solicitor, and represents and shows to your Honor, that the parties are at issue in the above entitled cause, and prays your Honor to appoint a commissioner to take testimony in said suit, to be read as evidence in the trial of said cause, and respectfully suggest to your Honor the name of Luke E. Barber as a competent and suitable person to take said depositions or testimony, and he will ever pray, &c.

RINGO & TRAPNALL,
Solicitors for Complainant.

State and District of Arkansas, sct.

On hearing the above petition and considering the same, ordered, that Luke E. Barber be, and he is hereby appointed a commissioner, to take the testimony of witnesses in the case in said

Done at my chambers in the city of Little Rock, in the State and District aforesaid, this 7th day of October, A. D. 1848.

B. JOHNSON,
Judge, &c.

A true copy from the record.
Attest:

WM. FIELD,
Clerk.

By JOHN T. TRIGG,
D. C.

UNITED STATES OF AMERICA,
District of Arkansas.

The President of the United States of America to Luke E. Barber, as commissioner, &c., greeting.

You are hereby required to cause to come before you all witnesses whatever, and them diligently examine, as well on the part of the complainant as of the defendants, in a certain suit now pending in our said Circuit Court, on the chancery side thereof, in which William Russell is complainant, and Mary W. W. Ashley, William E. Ashley, Frances A. Ashley, Henry C. Ashley, Roswell Beebe, and George C. Watkins are defendants, and that you then and there examine them apart upon their respective corporeal oaths, first taken before you upon the Holy Evangelists, and that you reduce their examinations to writing, and when you shall have so taken them, that you send the same with this dedimus closed up under your seal to our said Circuit Court, at the city of Little Rock, without delay.

In testimony whereof, Roger B. Taney, Chief Justice of the United States, hath caused the seal of said Court to be hereunto affixed this 27th day of November, A. D. 1848, and of American Independence the 73d year.

[SEAL.]
Attest:

WM. FIELD,
Clerk.

By JOHN T. TRIGG,
D. C.

Be it remembered that on this 2d day of December, A. D. 1848, before me, Thomas Johnson, Chief Justice of the Supreme Court of the State of Arkansas, personally appeared Luke E. Barber, the commissioner named in the foregoing commission, and made oath that he will discharge the duties thereof (so far as he may discharge such duties) without favor or partiality to either the complainant or defendants.

THOMAS JOHNSON,
Chief Justice of Arkansas.

The execution of this commission will appear by the depositions accompanying the name and inclosed herein.

J. E. BARBER,
Com'r.

IN THE CIRCUIT COURT OF THE UNITED STATES
in and for the Arkansas District.

WILLIAM RUSSELL, Complainant,

vs.

MARY W. W. ASHLEY, WILLIAM E. ASHLEY, FRANCES A. ASHLEY, HENRY C. ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

In Chancery.

The following are of the interrogatories to be put to witnesses on the part of complainant, each witness to answer the interrogatories indicated at the bottom hereof.

Inter'y 1st. Have you at any time resided at the town (now city) of Little Rock, in the State of Arkansas? How long since you first resided there? Were you well acquainted with Chester Ashley from that time to the time of his death, or how long?

2d. Did you at any time establish and publish a weekly newspaper in said town (now city) of Little Rock in the State of Arkansas; and if so, how long was said paper continued to be published, and what was it called? was there any other newspaper there published in the Territory (now State) of Arkansas; or how long before any other newspaper was established in said Territory?

3d. Did said Gazette publish the laws of the United States, proclamations by the President of sales of public lands and the like by authority of the Government? and if so, at what time did it commence, and how long did it continue as such public printer?

4th. Was Chester Ashley a subscriber for said Gazette? and if so, how long did he continue such subscriber and to receive said paper? And do you know whether he was a regular and constant reader of said Gazette?

5th. Was there published in said Gazette in or about 1820, a notice by the President of the United States in relation to the issuing of patents to the soldiers of the late army entitled to bounties in the Land District of Lawrence County? and if so, for how many weeks was said notice published, and what was its purport?

6th. Was there published in said Gazette in or about July, 1820, a notice of the Register of the Lawrenceboord District in relation to receiving evidence as to rights of pre-emption in said district? if so, how long was said notice published and what the purport thereof, as to the place and time commencing, and terminating, and receiving such evidence? and by whom was such evidence to be taken?

7th. Did Chester Ashley at any time reside in the town (now city) of Little Rock? and if so, when did he commence, and how long did

he continue to reside there? Were you and he in the habit of constant and intimate intercourse during all that time?

8th. Was or not said Ashley, during that whole period, a practising lawyer in said town (now city)? if so, what was his reputation as an investigating lawyer, and especially in relation to land titles and real estate?

9th. Have you or not, since November, 1821, heard the said Chester Ashley speak of a compromise made at Batesville in November, 1821, by and between the owners of a pre-emption which had been granted to Benjamin Murphy in lands south of the Arkansas River, and west of the Quapaw line, on which the city of Little Rock is situated, and the owners of certain claims, commonly called New Madrid claims, located upon the same lands? Have you heard him speak of said compromise repeatedly? What did he then say in respect to the same, and of the stipulations, agreements, and promises of the parties to said compromise?

10th. Was or not said Ashley, from the year 1821 to the time of his death, a large dealer both in buying and selling lots and real estate in the town (now city) of Little Rock? Do you know of any other person who, from 1821 to 1838, dealt as largely as said Ashley in said town and city lots?

11th. Was said Ashley very familiar with the titles to real property generally in the town (now city) of Little Rock? What was his knowledge of such titles, and what was his habit in attending to and investigating them?

12th. Where does Mr. George C. Watkins reside? How long has he resided in the city of Little Rock? What is his profession, and how long has he practised it?

13th. Has said Watkins, in that time, been a considerable dealer in lots or real estate in said town or city? and what is his reputation as a vigilant and investigating lawyer, especially as to titles to real estate in said city?

14th. Where does Mr. Roswell Beebe reside? how long has he resided there? What was his habit in the investigation of titles to real estate in said city of Little Rock? How long has he been a dealer in such real estate?

15th. Were you ever the agent of William Russell, the complainant, at the city of Little Rock? if so, when did your agency commence, and how long did it continue?

16th. Did you, as agent of William Russell, the complainant, in September, 1838, or when, lease a fractional square in said city designated as block A, as the property of said Russell, to Messrs. Clark and Keith? and if so, for what term of years was said lease made, and what rent were said Clark and Keith to pay said Russell per annum therefor?

17th. Did said Clark and Keith, about the second or third year of said time, and when, refuse to pay the rents to said Russell any

longer, as they had agreed to do? and if so, why did they refuse to pay?

18th. What sum do you believe to have been the cost or value of the dwelling-house, the steam-mill, and all the improvements on block A, in said city, in 1838 or 1839?

19th. How long has said William Russell had possession of said block A, by persons holding under his authority and title, and occupying the dwelling-house and the improvements thereon?

20th. Who paid the taxes for and in the name of said Russell on said block A, up to and including 1844?

21st. Were lots Nos. 11 and 12, and part of lot No. 10, in block No. 80 of said city, enclosed entirely around in 1840? and if so, who caused the same to be enclosed, and with what kind of fence? Was it as good and substantial or a weak and shackling fence?

22d. Were said lots so enclosed situated directly upon and fronting to the street leading from the law-office of Mr. George C. Watkins to the Court-house? and if so, about how far from Mr. Watkins' said office?

23d. Was there any trespass committed or attempted by digging and hauling away dirt from said two lots and part of a lot in block 80, after the same had been so enclosed by such fence? and if so, at about what time, and by whom or whose authority, was trespass committed or attempted?

24th. Did any person, in 1840 or afterwards, and prior to 1844, inform Mr. George C. Watkins that said two lots and part of a lot in block 80 had been enclosed by said William Russell, and that said Russell had for many years owned and claimed them? and if so, who was it?

25th. Who, for said William Russell, paid the taxes on said two lots and part of a lot in block 80, and also on fractional block F, and block No. 344 in said city, for the year 1838, and previously, and up to and including 1844? or for what number of years, and for what years were the same paid for said Russell?

26th. Did any person, in 1840, or previously, and when, inform said George C. Watkins that said William Russell then, and for many years previously, owned and claimed fractional block F in said city? and if so, who was the person?

27th. Has Roswell Beebe, at any time since 1839, under a certain bond or covenant executed by him to the Mayor and Alderman of said city of Little Rock, dated July 6th, 1838, conveyed you certain lots in said city? and if so, state what lots he so conveyed, and what evidence he required, if any, to show that you had derived title to said lots by, from, or under, some one or more of the original owners of said town who claimed under the pre-emption right aforesaid.

28th. In the cases in which Mr. Beebe made you such deeds, what knowledge and information about the rights of the original owners of said town and of their assignees, under which you claimed his conveyance, did he appear to have besides that you produced to him?

29th. What evidence of title from some one or more of the original owners of said town to the person claiming such conveyance did you understand from Mr. Beebe that he required in all like cases in which he made conveyances under his said bond and covenant? What have you heard him say in reference to his knowledge as to rights of individuals generally claiming such lots? Did he profess to be ignorant about, or to be well acquainted with, understand, and have a thorough knowledge thereof?

30th. Did you ever employ any person to obtain a patent for you on a New Madrid claim granted to Benjamin Fory under William Porter, located on the south side of the Arkansas River, in Pulaski County? and if so, whom did you so employ? and did he obtain said patent for you, and when?

31st. Was said patent shown to said Chester Ashley, or was he informed thereof in the year 1840, or previously? Were the particulars of your obtaining it communicated to him? and if so, by whom and when?

33d. Have you, in or since the year 1833 and prior to 1838, heard Chester Ashley speak of said Russell having entered the aforesaid lands under the pre-emption right aforesaid, with the money so advanced by him, the said Ashley, as specified in the receipt set forth in the last interrogatory? What did he say of the title acquired by such entry of said lands and the payment therefor? Did he say that it was a good and valid title, or that it was defective or bad? Have you heard him speak of the entry of said lands, and payment therefor frequently about that time? and what did he say of the validity of the title so acquired?

34th. Did you or not in or since 1840, as the agent and for the use of said William Russell, apply to said Chester Ashley for the duplicate receipt of the Receiver of the Land-office at Batesville to said Russell for his payment at said land-office, for fractional sec. No. 2, township No. 1 north, range No. 12 west, south of Arkansas River, and for the south fractional part of the northeast quarter of section No. 3, township No. 1 north, range 12 west, south of Arkansas River? Did said Ashley deliver you said duplicate receipts for said Russell, or did he refuse to do so? and if he refused, what reason did he assign therefor?

35th. Have you or not since the year 1821, and prior to 1838, heard said Ashley speak of the Register and Receiver of the Lawrence Land District having granted a right of pre-emption to Benjamin Murphy, for the said lands upon which the city of Little Rock is situated, or speak of said William Russell having entered and paid for said lands under said pre-emption, in accordance with the compromise made at Batesville in 1821, aforesaid? and if so, what did he then say in regard to the title of said lands under the entry, pre-emption and compromise aforesaid?

36th. What have you heard said Chester Ashley in speaking of the compromise made at Batesville, in 1821, say, as to whether or

not a sale of the lands covered by said pre-emption had then been proclaimed by the President of the United States, or as to whether it was not then unknown where such sale would be proclaimed? Was it known to you as public printer at that time, when such sale of said lands would be proclaimed? and if so, to whom did you communicate the fact?

37th. What have you heard said Chester Ashley, in speaking of the compromise made at Batesville in 1821, say, as to one or more of the parties to said compromise, and which of them, having then and there agreed and promised to aid by every means in his or their power in obtaining a patent and completing the title to the lands aforesaid under said pre-emption right, and resisting every other claim to the same lands?

38th. About what sum do you suppose to have been the cost and value of the State-house, the State Bank, the Court-house, and public buildings of Pulaski County, and also of all the buildings and improvements made and owned by individuals in said city, west of the Quapaw line, on the lands covered by by said pre-emption in 1838 or 1839?

39th. Upon the faith of what title to the lands covered by said pre-emption right has that portion of said city located thereon been built up, and said improvements made by the public and by individuals previous to 1839?

40th. Did you, prior to 1839, purchase and improve real estate in that part of said city covered by said pre-emption right? If so, upon the faith of what title to such real estate did you make such purchase and improvement?

41st. Upon what and whose opinion and assurances of the validity of the title under said pre-emption did you mainly rely in making such purchase and improvement? and about what time or times were such opinions given or such assurances made?

42d. What have you heard said Chester say since 1824, and prior to 1838, in speaking of the titles to the lands aforesaid under said pre-emption compromise and entry of said lands? Did he say or maintain that the title to said lands so acquired was illegal, good, or valid, or that it was doubtful, or that it was defective or bad, or what did he say in relation thereto?

43d. Did you or not on the 12th June, 1839, write to said William Russell as follows, to wit: I cannot yet ascertain whether the N. Madrid claim which was originally located on the town tract, as the floating pre-emption located last summer by Wm. Beebe will hold, but I presume a patent will issue for one or the other, as it seems the Department at Washington have fully determined to reject the pre-emption under the laws of 1814. I have conversed with Col. Ashley on the subject this morning, and he says that in neither event will your rights be jeopardized, or those of any other person claiming lots under a regular chain of title from the original proprietors, for these rights were provided for, I believe, in the compromise between the Madrid claimants and yourself in 1821 or '22, and if Beebe holds

under his floating claim, he is bound, in the obligation he has recorded, to ratify and confirm all regular titles.

44th. Did said Chester Ashley on said 12th June, 1839, make to you the communications, statements, and assurances, which you in your said letter of that date to said Russell represent and state that he made?

46th. Who edited the newspaper published at Little Rock, in the State of Arkansas, called the "Arkansas State Gazette," in the year 1839? Was, or not, during some period in that year or about that time, a notice published in said newspaper in the language or of the import following, to wit:—

NOTICE.

"The undersigned having received from the United patents upon the entries made by him of the tracts of public lands at Little Rock, which by the deeds of compromise and partition executed by Messrs. Ashley, Russell, and other alleged original proprietors, on the 22d day of November, 1821, are therein described as having been by them laid off into town lots—

Therefore, notice is hereby given to all concerned, that the undersigned will be prepared, after the first day of January next, pursuant to his covenant executed on the 6th day of July, 1838, and duly recorded in the office of the Recorder in and for the county of Pulaski, and State of Arkansas, to make the several deeds of relinquishment as therein contemplated.

ROSWELL BEEBE."

WASHINGTON CITY, *Oct'r* 20, 1839.

Have you ever seen said original notice? have you ever seen the defendant Roswell Beebe write, and are you acquanted with his handwriting; was not the name of said Roswell Beebe subscribed to said notice in his own handwriting; by whose direction or request was said notice published in said newspaper; and for what period of time was the same so published; has said Roswell Beebe ever informed you that he had caused said notice to be so published, or to that effect; have you or not in your possession or control a file of the Arkansas State Gazette of about that date; and is such notice therein published?

47th. Have you ever heard said Chester Ashley speak of Governor Pope's location of the State-house square in the city of Little Rock? did he say that he advised said Governor Pope to locate said square where it is, or that he opposed its location at that place; or what did he say on the subject?

48th. Have you at any time heard the said Chester Ashley, in speaking of said compromise made at Batesville in 1821, say whether or not it was then and there agreed upon by the parties to said compromise, in whose name the lands to which a pre-emption right had been granted to Benjamin Murphy, should be entered, where an entry

thereof could be made, whether any of the parties to said compromise, and if any, which of them objected to said lands being entered in Murphy's name, and if so, for what reasons; in whose name did he say it was so then and there agreed that said lands should be entered; did he say anything, and if anything, what, about a sheriff's deed to William Russell the complainant, for Murphy's right to the pre-emption; who did he say, of the parties to said compromise, if any, advised or insisted on said lands being entered in the name of said William Russell?

49th. Were you in the year 1839 the owner of any lots or real estate in the city of Little Rock, west of the Quapaw line? if so, have you at any time applied or caused application to be made in your behalf to Roswell Beebe, or to Chester Ashley for a quit-claim deed from said Beebe to you for such lots or real estate in accordance with the bond and covenant of said Beebe to the mayor and alderman of said city, dated July 6th, 1838? did you obtain such deed; what did said Beebe and what did said Ashley say upon the subject; did they or either of them object to your right to such deed under said bond and covenant? and if so, state all the reasons they or either of them assigned for refusing the quit-claim deed you required under said bond and covenant.

50th. Were you the owner of any lots in the city of Little Rock, west of the Quapaw line, in the year 1839; if so, did you at any time apply or cause application to be made in your behalf to Roswell Beebe, and when, for a quit-claim deed from him to you for such lots in accordance with his bond and covenant to the mayor and alderman of said city, dated July 6th, 1838; did he on the first application you made or caused to be made to him for such deed, make and execute a deed in accordance with his said bond and covenant; what did he then say upon the subject of his willingness or unwillingness to make such deed; had the title you claimed to any of said lots passed through Chester Ashley to you; has said Beebe at any time heretofore made to you, or to your assignees, such quit-claim deed for the lots so owned by you in and before 1839; did you bring a suit in chancery, and when, in the Circuit Court of Pulaski County, against said Beebe and others, for the purpose of coercing such conveyance in accordance with said bond and covenant of said Beebe; and if so, what was the result of said suit; what was the cost to you or your assignees in bringing said suit, in obtaining copies of records and otherwise, including the usual compensation to a solicitor in such a case; did you or your assignees obtain such quit-claim deed from said Beebe in accordance with his said bond and covenant; and if so, when and how?

51st. Were you present at the town of Batesville on the 22d November, 1821, when compromise was made between the then owners of a pre-emption right granted to Benjamin Murphy on fractional section two, and the northeast fractional quarter of section three in township 1 north, range 12 west, south of the Arkansas River, and west of the Quapaw line; and the owners of certain claims commonly

called New Madrid claims, located on the same lands; when was the compromise of the said conflicting claims completed?

52d. At what time or place in Batesville was said compromise discussed, made, and concluded; how long was said compromise under discussion by and between the parties thereto before it was finally closed; about how far from the place of discussing and closing said compromise was the Register's office in Batesville of the Lawrence Land District?

53d. In what capacity were you present at such compromise; were you present as a party, or as the agent of any of the parties interested therein; if as agent, of whom were you such agent?

54th. Was or not said Chester Ashley then there taking part in effecting such compromise; if so, in what capacity did he act, was it for himself or for others; what claims to said lands, if any, did he represent; was or not the legality or validity of said pre-emption right so granted to Benjamin Murphy, then and there fully discussed by all the parties to said compromise?

55th. Had the lands covered by said pre-emption been proclaimed by the President of the United States at or before the time of said compromise; and if not, was it then known where such sale would be proclaimed; did any one or more of the parties to said compromise, and if any, which of them, then and there agree and promise to aid by every means in his or their power in obtaining a patent for, and completing the title to the lands aforesaid under said pre-emption right, and resisting any and every other claim to the same lands?

56th. Was it or not then and there agreed by the parties to said compromise at Batesville, in whose name the lands covered by said pre-emption granted to Benjamin Murphy should be entered, when an entry thereof could be made; did or not any of said parties to said compromise, and if any, which of them, object to said lands being entered in Murphy's name; and if so, for what reasons, if any were assigned; in whose name was it then and there agreed that said lands should be entered; was there anything said, and if anything, what and by whom, about a sheriff's deed to William Russell the complainant, for Murphy's right to said pre-emption; did any of the parties to said compromise, and if any, which of them, resist that said lands covered by said pre-emption, should be entered in the name of William Russell the complainant; have you at any time prior to the year 1838 heard any of the parties to said compromise express themselves as being dissatisfied with the entry of the said lands by William Russell the complainant, or say that such entry was not made in conformity with the agreements at said compromise; and if so, which of them?

57th. Do you know, and if you do, state whether Henry W. Conway, Robert Crittenden, Robert C. Oden, Joseph Hardin, and Thomas P. Eskridge, or which of them, if any, had departed this life prior to 1st March, 1838, and which of them, if any, had not at

the time of their death disposed of their entire share and interest in said city of Little Rock, obtained by them under said compromise?

58th. Were you or not on the 10th January, 1825, at the office of the Register and Receiver of the Land-office at Batesville, for the Lawrence Land District; if you were then there, did you see William Russell the complainant, in those offices at that time; did you know or understand what his business at said offices then was; was he or not applying at said Register's and Receiver's offices to enter and pay for fractional section two, and the northeast fractional quarter of section three, township 1 north, range 12 west, south of Arkansas River, and west of the Quapaw line (or on which the city of Little Rock is situated), under a right of pre-emption granted to Benjamin Murphy; was or not the said pre-emption right, sheriff's deed, and title offered and produced by said Russell for said Murphy's pre-emption right then discussed by said Register and Receiver; what was their action thereon; what did they decide as to the validity thereof, and as to the right of said Russell to enter said lands under said pre-emption and the title from said Murphy so furnished; did they or not permit said Russell to enter said lands under said pre-emption?

59th. Have you been at any time Register of the United States Land-office at the city of Little Rock, in the State of Arkansas; and if so, when did you commence and how long did you continue to perform the duties of said office?

60th. Have you been at any time Receiver of public moneys of the United States Land-office at the city of Little Rock, in the State of Arkansas; if so, when did you commence, and how long did you continue to perform the duties of said office?

61st. Was there or not any floating pre-emption (commonly so called) or certificate of floating pre-emption or pre-emptions granted or allowed by the Register and Receiver of the Land-office at Little Rock, while you were an officer of that land-office, to either Chester Ashley or Roswell Beebe?

62d. Was a copy from the record of a bond and covenant made by Roswell Beebe to the mayor and aldermen of the city of Little Rock, dated July 6th, 1838, forwarded and sent by the Register and Receiver of said land-office, or either of them, to the Commissioner of the General Land-office? if so, at whose instance and request was the same so forwarded and sent to the General Land-office?

63d. Do the records of said land-office at Little Rock show that any pre-emption float (commonly so called), or certificate of pre-emption float or floats was ever granted or allowed, by the Register and Receiver of said land-office to either Chester Ashley or Roswell Beebe?

64th. Do, or not, your Register's office show what number of pre-emption rights have been granted and allowed, by the Register and Receiver of the Land-office at Little Rock, to lands situated south of Arkansas River, in the State of Arkansas, under the provisions of

the acts of Congress of February 5th, 1813; April 12th, 1814; and April 29th, 1816? and if so, what number, or about what number of pre-emption rights have been so granted under said acts of Congress, and to whom? Do you know from the records of your office, or otherwise, and if you do, state whether or not any or all of the lands on which pre-emptions were so granted, have been patented by the United States?

65th. Have you been a member of Congress, as delegate from the Territory, and senator from the State of Arkansas? and if so, how long? Have you, or not, while such senator delegate, obtained patents for the owners of lands on pre-emption rights, granted to them under the provisions of the act of Congress of February 5th, 1813, April 12th, 1814, and April 29th, 1816, for lands south of Arkansas River, in the State of Arkansas? What, if any, objection was made to the increase of such patents? Have you, or not, during that time obtained patents for New Madrid claims, or locations (commonly so called) for lands situated south of the Arkansas River in the State of Arkansas? and if so, what objection, if any, was made to the increase of such patents?

68th. Do you know of any affidavits made, or letters written, or petitions signed in the year 1839 by inhabitants of or owners of property in the city of Little Rock, to the Commissioner of the General Land-office, to induce him to issue patents upon the pre-emption floats located on said city by Roswell Beebe in 1838? State, if you know, what action Chester Ashley took, if any, in relation thereto. Did he advocate or oppose that proceeding? Did he make any promises to induce persons to sign such letters, or petitions; and if any, what was their character, as far as you know, and how did he perform them?

69th. Do you know if there was circulated and signed by a portion of the inhabitants of the city of Little Rock in the year 1839 a petition to the Congress of the United States, asking the action of that body to confirm, and cause a patent to issue for lands on which said city is situated, on the entry thereof under the pre-emption act of April 12th, 1814? State, if you know, what action Chester Ashley took in relation to that petition; did he advocate or oppose it? did he use vigorous exertions in relation to it; and if so, were such exertions in favor of or against it? What, if anything, did he say to you on that subject?

70th. Were you ever acquainted with the Quapaw nation of Indians, and with the locality of their towns or villages? if so, how long since you first became acquainted with them? How many villages had they, and where were they situated, and about how far below the place where the city of Little Rock is now established was the nearest of said villages? Had they any town or village near to the place where the city of Little Rock is now established, than you have stated above, prior to August, 1818? About how

many families did the said Quapaw nation of Indians contain in 1818?

71st. Have you ever been acquainted with the tracts of country, and a portion of the inhabitants thereof, south of the Arkansas River to the present boundary of the State of Arkansas? if so, when did you first become acquainted with portions of that tract of country and its inhabitants? Do you know, and if you do, state whether or not civil jurisdiction under the laws of the then Territory of Missouri was then, and up to the 24th day of August, 1818, practically exercised and maintained in said district of country south of the Arkansas River. State any and all facts within your knowledge, showing whether or not civil jurisdiction was exercised by officers appointed under the laws, and by the authority of the territory of Missouri, within said district of country prior to August, 1818. Were there any courts of civil jurisdiction in said district of country, and if so, what were they called, and where were they held? Were there prior to that time, Justices of the Peace in said district of country exercising civil jurisdiction? and if so, in what part or parts of said districts of country, and at what time did such justices commence to exercise such jurisdiction in said districts of country? Were there any sheriffs or deputy sheriffs, acting in said district of country prior to August, 1818? and was there prior to that time any portion of the inhabitants of said district of country summoned and serving as jurors or witnesses in civil cases, or parties to suits on whom legal process was executed in said district of country in such cases?

72d. Do you know, or can you set forth any other matter or thing, which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to this the subject of your examination, or the matters in question in this cause? if yea, set forth the same fully and at large in your answer.

William E. Woodruff to answer of the foregoing interrogatories, numbers 1 to 34 inclusive—36 to 46 inclusive—48 and 72.

Charles P. Bertrand to answer of the foregoing interrogatories, numbers 1, 8, 9, 18, 21, 22, 38, 47, 49, 57, and 72.

William Field to answer of the foregoing interrogatories, numbers 1, 8, 9, 10, 11, 21, 22, 37, 38, 39, 42, 47, 69, and 72.

Ambrose H. Sevier to answer of the foregoing interrogatories, numbers 1, 9, 10, 38, 39, 40, 42, 47, 51 to 57 inclusive, 65, 66, 67, and 72.

William Trimble to answer of the foregoing interrogatories, numbers 1, 9, 10, 11, 38, 39, 42, 49, 51 to 57 inclusive, 66, 67, 68, 69, and 72.

Absalom Fowler to answer of the foregoing interrogatories, numbers 50 and 72.

Peter T. Crutchfield to answer of the foregoing interrogatories, numbers 1, 9, 38, 39, 40, 42, 61, 62, 69 and 72.

William W. Stevenson to answer of the foregoing interrogatories, numbers 1, 9, 39, 40, 42, 59, 61, 62, 63, 64, and 72.

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72d. Do you know, or can you set forth any other matter or thing, which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to this the subject of your examination, or the matters in question in this cause? if yea, set forth the same fully and at large in your answer.

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William W. Stevenson to answer of the foregoing interrogatories, numbers 1, 9, 39, 40, 42, 59, 61, 62, 63, 64, and 72.

Samuel M. Rutherford to answer of the foregoing interrogatories, numbers 1, 8, 9, 10, 11, 18, 19, 27, 28, 29, 35, 38, 39, 40, 41, 42, 59, 61, 62, 69, 70, 71, and 72.

Sam. C. Roane to answer of the foregoing interrogatories, numbers 1, 9, 10, 11, 27, 28, 29, 35, 38, 39, 40, 41, 42, 47, 58, 66, 67, 69, and 72.

James Vance to answer of the foregoing interrogatories, numbers 49 and 72.

PIKE, RINGO, & TRAPNALL,
Sol'rs.

Filed 6th Nov., 1848.

WM. FIELD,
Cl'k.
By JOHN T. TRIGG,
D. C.

IN THE CIRCUIT COURT OF THE UNITED STATES
for the Arkansas District.

WILLIAM RUSSELL, Complainant,

vs.

MARY W. W. ASHLEY, WILLIAM E. ASHLEY, FRANCES A. ASHLEY, HENRY C. ASHLEY, ROSWELL BEEBE, and GEORGE C. WATKINS, Defendants.

In Chancery.

The said complainant comes and admits that the exceptions to his interrogatories, numbered 7, 32, 45, 66, 67, are well taken, and should be sustained, and so submits to the same, and hereby propounds the following interrogatories to the same witnessess, in the place and stead thereof, to wit:—

7th. How Long has Chester Ashley resided in Little Rock? When did he commence to reside there, and how long did he continue to reside there? What were your habits of intercourse with him during the time of such his residence, and how constant and intimate, if at all, were such habits?

32d. State what means, if any, you have, or have had, of knowing, and whether or not you do know the handwriting of said Chester Ashley, and in whose handwriting is the name of Chester Ashley, which is subscribed to the paper hereto annexed, and marked *X* 1?

45th. State what means, if any, you have, or have had, of knowing the handwriting, and whether or not you know the handwriting of Chester Ashley, and of William Russell, and in whose handwriting are the signatures to the paper hereto annexed, and marked *X* 2?

66th. State whether there was in the office of the Register of the Land-office at Batesville, prior to the year 1824, an official plat of township one north, of range twelve west; and if so, how you know the fact. What was shown upon such plat, if such plat there was, as to the quantity or numbers of acres of the west fractional half of

section two, and the northeast fractional quarter of section three, south of the Arkansas River, and west of the Quapaw line in said ownship and range, or of either of said tracts; or as to any location of New Madrid claims on said tracts; and if any such New Madrid locations were shown thereon, how it was done? Describe minutely all that such plat did show in relation to said tracts.

67th. State what information, if any, such plat afforded as to the quantity or number of acres in either of said tracts, or what was shown by, or *could be* ascertained from said plat in regard thereto? How many such plates, or plats of said township and range were in said office prior to the year 1824?

And the complainant prays that the foregoing interrogatories may be substituted in place of the original ones bearing the same numbers, and may be answered by the respective persons required to answer said original interrogatories so numbered.

RINGO, TRAPNALL, PIKE.

To the Circuit Court of the United States
in and for the District of Arkansas.

In Chancery sitting.

William Russell, Complainant,

vs.

Mary W. W. Ashley, William E. Ashley, Frances A. Ashley, Henry C. Ashley, Roswell Beebe, and George C. Watkins, Defendants.

In Chancery.

The cross-interrogatories to be propounded to witnesses, to be examined in chief, pursuant to certain interrogatories filed in this behalf by said complainant, on the 6th day of November, 1848, each witness to answer the cross-interrogatory indicated at the bottom thereof.

1st. Do you know of any instance in which said Beebe refused to make title to any lot in the city of Little Rock under his said covenant, where the applicant exhibited to him such papers and documents as showed that he had a regular chain of title, from or under any of the original proprietors of said town? If you know of any such instance, state the name of the applicant, the description of the property, the time when, and the place where such application was made, and what particular papers, conveyances, or documents were, upon such application being made, produced to said Beebe, showing that such applicant had such chain of title.

2d. Was it not the invariable practice of said Beebe, in making titles under his covenant, to require the applicant to produce his title-papers, or a copy thereof, showing a regular chain of title? And did he not assign, as a reason therefor, that he adopted that course for the purpose of avoiding difficulty, in case of conflicting claimants for the same property; if not, what reason did he assign for such practice?

3d. Do you know of your knowledge, or is it upon the information of others that you state why Keith and Clark refused to pay rent? Have not said Keith and Clark fully paid all the rent they agreed to pay said Russell?

4th. Do you know of any instance in which any person paid, or agreed to pay, anything whatever to said Beebe or Ashley, for the purpose of obtaining a conveyance under said covenant; or do you know of any instance *instance* said Beebe or Ashley ever exacted, required, or claimed that any person having title derived from or under any of the original proprietors, should pay, or agree to pay, anything for such conveyance?

5th. Have not all the lots situated in said city, held by persons by regular claim of title from or under any of the original proprietors, at the time of the issuance of said protest to said Beebe, been conveyed to him in pursuance of his said covenant? if not, describe the lots which have not been so conveyed, and state the names of the persons who claim any of such lots under any such title, and whether any such claimants have ever made any and what kind of application to said Beebe for such conveyance.

6th. Have not all deeds executed by said Beebe under, been made and acknowledged at his cost and expense; or do you know of any instance in which the claimant was put to any cost or expense in obtaining such deed?

7th. Did you at any time make application to said Beebe for a conveyance of any lot in Little Rock, under said covenant; if so, when and how did you apply? Did you ever make more than one application? And was not that done on the 1st day of June, A. D. 1840? What papers did you produce to said Beebe, showing your title to such lot? Did the paper you so produced to him show that you had derived title to any of the original proprietors? Did you produce more than one deed to him, and by whom was that deed executed? What lot or lots did you claim and apply for title to? And what was the nature of your title? If you made, or caused more than one application to be made to said Beebe for such title, when and by whom was such application made? Did you at any time present a regular chain of title to said lot; or did you not only present a part of it? Did not Mr. Trimble also at that time claim the whole or a part of the lot for which you so applied for title? Did not said Beebe refuse upon the grounds that you had not produced or showed a regular chain of titles, and that there were other claimants to the same lot; if not, what reason did he assign for his refusal? Did you not make such application in the streets of Little Rock? Was there not a defect in your chain of title to such, under said original proprietors, which you have recently attempted to perfect or cure?

8th. Did you ever make any application to said Ashley or Beebe for any conveyance under said covenant other than the one shown by the papers hereto annexed marked *B*? If so, when and where, and what was the nature of such application; was it verbal or in writing?

Is not the paper hereto appended, marked *B*, in your handwriting, and when did you deliver it to Beebe or Ashley? Did you ever deliver to said Beebe any documents or papers showing your right to any lot in said city; if so, what papers did you so exhibit? By what right, or by virtue of what chain of conveyance did you claim such lots? Did not some other person besides yourself claim title to the same, or some portion of the same lot? Did not Charles P. Bertrand also claim title to some part of the property so claimed by you; and did not Noah H. Badjett then claim some portion thereof, and has he not since, by suit in Chancery, established that his title is paramount to yours?

9th. Were you not one of the original proprietors of said town, and are you not interested in defeating the title of said Beebe under said patent? Do you still claim any of said lots? Have you since conveyed any of the lots for which you so applied for title; and if so, did you not convey the same by deed with covenants of general warranty?

10th. Was any person present when said Ashley held the conversations, and made the statements and declarations mentioned in your responses to the 9th and 12th interrogatories; if so, who? State when and where said conversations, declarations, and statements respectively took place.

11th. Do you know that said Beebe or Ashley knew anything of said petition, or that the same was in circulation until after it was forwarded to the General Land-office? Did either of them ever say anything to you in relation to said petition; if so, where or what; was it verbal or in writing? Did any of the persons to whom said petition was presented refuse to sign the same? if so, state the names of the persons, and the reasons they assigned for such refusal. How many persons who owned or claimed lots in said city, west of the Quapaw line, signed said petition? Did any large property-holders sign it? if so, name them.

12th. Did you ever make any application to said Beebe for the conveyance of any lots in said city under said covenant? if so, what was the nature of such application, and when, and for what lot or lots was the same made? what was the character of the title by which you claimed such lots? Did you hold such lots by a regular chain of title from or under any one of the original proprietors of said town? What response did said Beebe make to you, or what was the reason assigned by Beebe for his refusal to comply with your request? Was any person present when you made such application? if so, who? Did you exhibit or produce any papers to said Beebe showing that you had a regular chain of conveyance for such lots? if so, what particular papers did you exhibit?

13th. What deeds, documents, or papers, did you produce to said Beebe, at the time you caused such application to be made to him? Did the papers so produced and exhibited to him show that you held all of said lots by virtue of a regular chain of conveyance from or

under some of the original proprietors of said town? Did not said Beebe, when you first applied to him, make a conveyance to you for a portion of such lots in accordance with his said covenant? Did not said Beebe shortly after you applied to him make and execute a deed to you for said lots, and deposit the same with Jesse Brown, Esq., with instructions to deliver the same to you, and did you not call and examine such deed, and refuse to accept the same? Did you not exhibit with said bill in Chancery, a chain of title for said lots, and did you ever previous to that time, exhibit the same chain of conveyance to said Beebe, either at the time your said application was made, or at any other time?

14th. Did not said Ashley or Beebe refuse to make title to you upon the ground that said Beebe was not bound by his covenant so to do, inasmuch as you were one of the original proprietors?

15th. Did you ever hear said Beebe or Ashley say that said Beebe was bound or liable beyond the terms or stipulations contained in his said covenant? And did not said Ashley and Beebe in all the statements or assurances you have heard them make, in relation to the liability of Beebe to make title to lots in said city, have reference to, or did you not understand them to refer to the obligations imposed upon him by the execution of said covenant? Or did you ever hear either of them say or intimate that Beebe would be bound to make title to any person, unless he brought himself within the terms of said covenant?

16th. Did not the Register and Receiver at Little Rock, in February or March, 1838, receive a letter from the commissioners of the General Land-office, dated 12th February, 1838, setting aside a pre-emption in favor of Chester Ashley as assignee of Thomas Frazier upon the ground that the land claimed was within the country ceded by the Quapaw Indians by the treaty of 24th Aug. 1818?

17th. Did not the Register and Receiver at Little Rock by letter dated 30th January, 1839, to the commissioner, enclose to him a copy of Beebe's covenant?

William E. Woodruff to answer cross-interrogatories No. 1, 2, 3, 4, 5, 6, 15.

Charles P. Bertrand to answer cross-interrogatories No. 1, 2, 4, 5, 6, 7.

William Trimble to answer cross-interrogatories No. 8, 9, 10, 14.

William Field to answer cross-interrogatories No. 1, 2, 4, 5, 6, 11 and 15.

James Vance to answer cross-interrogatories No. 12.

Absalom Fowler to answer cross-interrogatories No. 13.

W. W. Stevenson to answer cross-interrogatories No. 1, 2, 4, 5, 6, and 15.

Sam'l M. Rutherford to answer cross-interrogatories No. 1, 2, 4, 5, 6, and 15.

Peter T. Crutchfield to answer cross-interrogatories No. 1, 2, 4, 5, 6, 15, 16 and 17.

Sam. C. Roane to answer cross-interrogatories No. 1, 2, 4, 5, 6 and 15.

WATKINS & CURRAN,
Sol'rs for Def'ts.

Filed in my office on the 15th day of November, 1848.

WM. FIELD,
Clerk.
By JOHN T. TRIGG,
D. C.

District of Arkansas.

I, William Field, Clerk of the Circuit Court of the United States for the District of Arkansas, do hereby certify that the foregoing interrogatories, from No. 1 to 17 in the case in the caption thereof mentioned, are true copies from the originals now on file in my office.

In testimony whereof I have hereto set my hand and affixed the seal of said Court this 29th day of November, A. D. 1848, and the 73d year of American Independence.

WM. FIELD,
Clerk.
By JOHN T. TRIGG,
D.C.

Filed 20th April, 1853.

WM. FIELD,
Clerk.

Depositions of witnesses taken and subscribed before me, Luke E. Barber, commissioner appointed by the Circuit Court of the United States for the District of Askansas, in pursuance of the commission hereto annexed, and to be read as evidence in a certain cause now pending in the Circuit Court of the United States for said District, in which William Russell is complainant, and Mary W. W. Ashley, William E. Ashley, Frances A. Ashley, Henry C. Ashley, Roswell Beebe, and George C. Watkins are defendants.

William E. Woodruff, a witness known to me to be of lawful age, being to me on this 31st day of July, 1849, produced, and being by me first duly sworn to testify the truth, the whole truth, and nothing but the truth in regard to the matters in controversy between the parties, and in reply to the interrogatories to him propounded, did on his oath depose and say as follows, to wit:—

To the first interrogatory, he says that he has resided in the town, now city of Little Rock, since December in the year 1821; and has been well acquainted with Chester Ashley from that time until his death.

To the second interrogatory, he says that he established a weekly newspaper at the town of Little Rock, called the Arkansas Gazette, about the first of January, 1822, and continued to publish said paper until December, 1837; and also published it during the year 1842;

that there was no other newspaper published in the then Territory, now State of Arkansas, until about the year 1829.

To the third interrogatory, he says that the Gazette did publish all the laws of the United States, and all proclamations of the sales of the public lands, required or ordered to be published in this State, then a Territory; and the Gazette continued the public printer, and authorized to publish the laws, proclamations of sales, &c. during the above period when published by this witness.

To the fourth interrogatory, he says that Chester Ashley was a subscriber to the Gazette during the entire above period, and the same was ordered to be regularly sent to him, but he does not know whether he was a regular and constant reader of it, or ever read it through.

And afterwards, to wit, on the 1st day of August, 1849, to which day the examination of said witness was continued from yesterday, came again the said William E. Woodruff, and deposes as follows, to wit:—

To the fifth interrogatory, he says that he has no recollection of the publication of the notice referred to in this interrogatory in the *Gazette;* that he has many of the files of the *Gazette* in his possession, but has not examined the files of the *Gazette* to search for the same, for the reason that such search would be attended with much trouble.

To the sixth interrogatory, he says that he has no recollection of the publication of said notice in this interrogatory in the *Gazette*, and has not searched the files thereof, as stated in the answer to the fifth interrogatory.

To the seventh interrogatory, he says that Chester Ashley was residing in Little Rock in December, 1821, and continued to reside there until his death in April, 1848; that the intimacy existing between us was that of friendly intercourse during the whole time between 1821 and 1848, but never slept together.

To the 8th interrogatory, he says that said Ashley was a practising lawyer during said period in said city; that his reputation as a lawyer was that of an able and shrewd lawyer in the investigation of land titles and real estate.

To the 9th interrogatory, he says that he has heard Chester Ashley speak of the compromise in this interrogatory mentioned frequently, but has no recollection of the purport of such conversation, except that it was a settlement of the conflicting claims; but recollects no particulars.

To the 10th interrogatory, he says that Chester Ashley was a large dealer in buying and selling lots in the town and city of Little Rock, from the year 1821 to the time of his death, and does not know that any other person was as large a dealer in buying and selling lots in said city from 1821 to 1838.

To the 11th interrogatory, he says that he does not know what his knowledge was in regard to the titles to such lots, but has heard him

speak of investigating titles, and his habit was to investigate where he was interested.

To the 12th interrogatory, he says that George C. Watkins resides in the city of Little Rock; has resided there, except when absent at school, since December, 1821, and is a lawyer by profession, and has been practising law about ten years.

To the 13th interrogatory, he says that he has been a dealer in lots in said city to some extent; that his reputation as a vigilant and investigating lawyer to titles to real estate in said city is good, but does not (know?) whether he investigates such titles except where interested, or when employed as an attorney.

To the 14th interrogatory, he says that Roswell Beebe resides in Little Rock, and has resided there about twelve years. He is very industrious in investigating titles to real estate in said city, where he is interested, and has been a dealer in real estate in said city some ten years.

To the 15th interrogatory, he says that he (witness) was the agent of said William Russell about eight or ten years, perhaps longer, up to the early part of the year 1845.

To the 16th interrogatory, he says that, as agent of said William Russell, he leased to Clarke & Keith a fractional block in said city, occupied with a steam mill and dwelling-house; said block is just above the State-house, on the river. Does not know whether it was block A. He thinks he leased the block for five years, but does not recollect the rent that was to be paid for it, nor the time when the time was made. It was about ten years ago.

To the 17th interrogatory, he says that the rent for some of the years was paid, and then Keith refused to pay the rent, on the ground, as he informed witness, that he had been notified by Roswell Beebe (or Beebe and Ashley) not to pay the rent, as he claimed the lands.

To the 18th interrogatory, he says that he believes the improvements on said block was worth from five to seven hundred dollars in years 1838 and 1839.

To the 19th interrogatory, he says that William Russell held possession of said block, by persons holding under him, for some ten years previous to the year 1845, according to the knowledge of this witness.

To the 20th interrogatory, he says that he does not recollect.

To the 21st interrogatory, he says that the lots mentioned were inclosed some ten years ago, precise time not recollected, by William Russell, with an ordinary post and plank fence.

To the 22d interrogatory, he says that they were situated as described in the interrogatory, and about nine hundred and fifty feet or 316⅔ yards from Watkins' office.

To the 23d interrogatory, he says that he has frequently seen the dirt taken away from said lots after they were inclosed, but does not recollect by whom or by whose authority it was done.

To the 24th interrogatory, he says that he does not know anything about the matter.

To the 25th interrogatory, he says that he (this witness) did, according to the best of his recollection, pay the taxes on the lots, part of lot, and block in this interrogatory mentioned, from the year 1838 to 1844, and perhaps previous to the year 1838; that such payment was made by this witness as agent for said William Russell.

To the 26th interrogatory, he says that he (this witness) informed George C. Watkins that William Russell claimed fractional block F, but does not recollect whether such information was given Watkins in 1840, or before, or since.

And afterwards, to wit, on the 2d day of August, 1849, to which day the examination of said witness was continued from yesterday, came again the said William E. Woodruff, and deposed as follows, to wit:—

To the 27th interrogatory, he says that Roswell Beebe since 1839 conveyed to him, under said covenant, fractional block 145 in said city; that he required, and the witness produced, a regular chain of title from the original proprietors.

To the 28th interrogatory, he says that he does not recollect of any.

To the 29th interrogatory, he says that he required the original deed from the proprietors, or copies thereof, with a regular chain of such evidence down to the person claiming the deed. He does not recollect what Mr. Beebe said in relation to the rights of persons claiming deeds, nor does he know what knowledge he had of their rights or title to such lots.

To the 30th interrogatory, he says that, in 1835, he sent on to Washington City, to Col. Sevier, all the original papers showing his title to the New Madrid claim, but received no information in relation to the issuance of the patent until Mr. Beebe went on to Washington in 1838, and he requested Mr. Beebe by letter to endeavor to get the patent issued, and he received the patent some time after Mr. Beebe returned from Washington, either by Mr. Beebe or by letter, but his impression is by letter from the General Land-office; that he did not employ any one to obtain said patent, he merely requested Mr. Beebe by letter to get the patent issued, and offered to refund any expense that might be incurred in the matter; that Mr. Beebe told him afterwards that he handed the letter, without looking at the contents, over to Mr. Wilson, clerk of the Bureau of Private Land Claims, and requested him to have the patent issued. Said New Madrid claim was located on the south side of the Arkansas River, in Pulaski County, in township 3 north, of range 14 west.

To the 31st interrogatory, he says that he does not recollect whether Chester Ashley either saw said patent or was informed of its issuance previous to, or in the year 1840; or that he ever saw it in his life.

To the 32d interrogatory, he says that he has frequently seen

Chester Ashley write, and sign his name, and knows his handwriting; that he believes the name of Chester Ashley subscribed to the paper shown him, marked *X* 1, is in the handwriting of said Chester Ashley.

To the 33d interrogatory, he says that he has no recollection of any particular conversation with Colonel Ashley in relation to the entry of said lands, and does not recollect that he ever heard him say that the title was good, or that it was not.

To the 34th interrogatory, he says that on the 16th July, 1844, he presented to Chester Ashley a note from William Russell demanding the duplicate receipts, No. 240 and 241, of the Receiver of the Land-office at Batesville, dated January 16th, 1825, that said Ashley refused to deliver them to witness, and said that he had as good a right to the receipts as Mr. Russell; that his understanding at the time of presenting the note for the receipts was that such receipts were for the land upon which the city of Little Rock is located.

To the 36th interrogatory, he says that he has no recollection of having heard Chester Ashley, in any conversation relating to the compromise, say anything in regard to the lands covered by the pre-emption having been proclaimed by the President of the United States in the year 1821, or before the compromise, nor as to whether it was then unknown when such sale would be proclaimed. It was not known to the witness in 1821, when such sale would be proclaimed, nor did he communicate to any one anything about it.

To the 37th interrogatory, he says that he has no recollection of having ever heard him say anything relating to any such agreement as that mentioned in this interrogatory.

To the 38th interrogatory, he says that he supposes the improvements and buildings in 1838 or 1839 on said land were of the value of two or three hundred thousand dollars, but this witness has no means of estimating the value.

To the 39th interrogatory, he says that the buildings and improvements made prior to 1839 on said lands were, he believes, made upon the faith of the title derived under said pre-emption.

To the 40th interrogatory, he says that he did purchase and improve prior to 1839, real estate in that part of said city covered by said pre-emption right, and that he made such improvement and purchase upon the faith of the title under said pre-emption.

To the 41st interrogatory, he says that he made such improvements after being satisfied that the title was good, but does not know that he relied upon the opinion of any one, or upon other than sound evidence.

To the 42d interrogatory, he says that he has no recollection of any conversation held by Chester Ashley, within the period mentioned, as to the title under the pre-emption compromise and entry of said lands; he has frequently heard him speak of such title to the lands here, and his impression is that Chester Ashley considered the title valid.

To the 43d interrogatory, he says that he did, on the 12th June, 1839, write to William Russell as stated or inquired in this interrogatory.

To the 44th interrogatory, he says that he understood Chester Ashley to make the communications, statements and assurances as stated in his letter to William Russell, and stated in the extract from said letter in the 43d interrogatory. The witness further states that in a subsequent communication with Colonel Ashley, he said that the witness had misunderstood him, and the witness is satisfied that he did misunderstand him, and that in the first conversation, he, Ashley, alluded only to persons holding under the original proprietors, and not to the original proprietors themselves.

To the 45th interrogatory, he says that he has seen both Chester Ashley and William Russell write frequently; that he knows the handwriting of both, and the signatures to the paper now presented to him and marked *X* 2 he believes to be the genuine handwriting of Chester Ashley and William Russell.

To the 46th interrogatory, he says Edward Cole edited the Arkansas State Gazette in 1839; the witness has seen a publication in that paper, he believes similar to the notice in this interrogatory copied; that he has not seen the original notice, to his recollection; that he has seen Roswell Beebe write and is acquainted with his handwriting, but knows nothing of the other matters in this interrogatory stated, except that he thinks that he has a file of the Gazette for that year; and if he has he presumes that notice is in it; but he has not taken the trouble to search for it.

To the 48th interrogatory, he says that he does not recollect one single thing about it.

To the 72d interrogatory, he says that he knows not and cares not.

To the first cross-interrogatory, he says that he knows of no case of the kind.

To the second cross-interrogatory, he says that it was said Beebe's practice, as the witness understood, to require the applicant to produce his title papers, or a copy thereof, showing a regular chain of title, and he assigned as a reason therefor, that he adopted that course for the purpose of avoiding the difficulty of conflicting claimants for the same property.

To the third cross-interrogatory, he says that he derived his knowledge that Keith and Clarke refused to pay rent, as stated in the answer to the former interrogatory, from Keith himself; that he does not know whether Clark and Keith have or have not paid all the rent they agreed to pay Russell.

To the fourth cross-interrogatory, he says that he does not.

For the fifth cross-interrogatory, he says that he does not know; nor does he know of any that have not been so conveyed.

To the sixth cross-interrogatory, he says that the deed made by said Beebe to this witness, did not cost this witness anything; he

does not know that any of the claimants had to pay any costs for such deed, but he understood they were given at the cost of Beebe.

To the fifteenth cross-interrogatory, he says that he never heard Ashley or Beebe say that Beebe was bound beyond the stipulations contained in the covenant, that in all the statements made by Ashley and Beebe in relation to Beebe's making titles to lots in said city they had reference to the obligations imposed on him by said covenant; that he never heard either of them say that Beebe would be bound to make title to any person unless he brought himself within the terms of the covenant.

WM. E. WOODRUFF.

L. E. BARBER,
Com'r.

During the examination of said William E. Woodruff, and whilst his answers to the 5th, 6th, and 7th interrogatories, respectively, were about being reduced to writing, and before the same were respectively reduced to writing, the said William Russell, by his solicitor then present, demanded and requested the said William E. Woodruff to examine the files of the Gazette newspaper in said interrogatories referred to, to enable him to answer positively the interrogatories then put to him, but the said William E. Woodruff positively refused so to do or to produce the same, and did not do (so?), and said Russell, by his solicitor, required the commissioner to embody in his return of said commission such demand and refusal, which is hereby done.

Test: L. E. BARBER,
Com'r.

Afterwards, to wit, on the 31st day of July, A. D. 1850, Samuel C. Roane, a witness known to me to be of lawful age, being first produced, and being by me first duly sworn to testify the truth, the whole truth, and nothing but the truth in regard to the matters in controversy between the parties, and in reply to the interrogatories to him propounded, did on his oath depose and say as follows, to wit:—

To the first interrogatory, he answers and says that he has resided in the town (now city) of Little Rock; that he first resided there in the fall of 1823, and was acquainted with Chester Ashley for some time in 1820 until his death.

To the ninth interrogatory, he says that he has heard much talk about the compromise spoken of in said interrogatory: that he has talked with said Ashley about it, but does not recollect exactly the time of such conversation, or what he said. It was the general understanding that a compromise had been made between the owners of the pre-emption right and the New Madrid claim, and that each was to have the half of the land, and that C. Ashley was the agent

or attorney for the New Madrid claimants, but he does not recollect distinctly from whom he heard it.

To the 10th interrogatory, he says that said Ashley was a large dealer in lots and real estate in the town (now city of Little Rock), during the time specified, and he does not know of any one who was as large a dealer in said lots up to the year 1838.

To the 11th interrogatory, he says that said Ashley knew as much about the titles to such property as any one else; he was a lawyer, and the witness presumes knew all about the titles to property; he knows nothing about his habit in investigating such titles, but he was always posted up about them.

To the 27th interrogatory, he says that said Roswell Beebe did convey to him under said bond or covenant six lots and three fractional lots, said Beebe requiring him to exhibit a chain of title from them down, which the witness did before the conveyance was made by Beebe.

To the 28th interrogatory, he says that he does not know what information Beebe had, but he appeared to be perfectly posted up and to know all about it.

To the 29th interrogatory, he says that he does not recollect having conversed with Beebe in relation to the subject of this interrogatory.

To the 35th interrogatory, he says that he has heard Ashley speak generally of the entry being made, but does not recollect what he said about the title; and in the fall or summer of 1838, he heard Ashley say that the pre-emption had been set aside which occurred on his applying to the witness (then acting Governor) for some certificate in his official capacity in relation to the public lands.

To the 38th interrogatory, he says that they were worth a considerable sum of money, but he has no idea how much.

To the 39th interrogatory, he says that previous to the year 1821 they built under the New Madrid claim, and subsequent to that time they built under the title under the said pre-emption right of Murphy.

To the 40th interrogatory, he says that he purchased some lots and made some improvements upon the faith of the title from the original owners, under the pre-emption right.

To the 41st interrogatory, he says that he knew of the entry being made at the land-office, and relied upon that and not upon individual opinions.

To the 42d interrogatory, he says that he has heard him speak frequently about it, but has no distinct recollection of his statements; that he never heard Ashley say that the title was bad until 1838, when the (he or they?) for the certificates above spoken of.

To the 4th interrogatory, he says that he does not recollect having heard Ashley say anything about it; the witness was dissatisfied with Ashley, Pope, and Russell, for locating it where it is, believing they all had an interest in it.

To the 58th interrogatory, he says that he was at Batesville on the 25th of December, 1824 (this he recollects from dining with the Register), and left there the next day, and was not present when the pre-emption right was entered and paid for, and knows nothing of his own knowledge of the circumstances.

To the 66th interrogatory, he says that prior to the year 1824, the maps were not in the land-office at Batesville; this he recollects from having gone there to make a location; he examined the official plats or maps about the 24th or 25th of December, 1824, in the office, and learned from the Register that they had then been but a short time received; he recollects that there were fractions, but does not recollect the quantity of acres; the plats or maps in the office showed that New Madrid claims had been on the town site (of the town, now city) of Little Rock, which appeared by being colored, but does not recollect the quantity of acres in the claim.

To the 67th interrogatory, he says that he knows nothing further than is answered to the 66th interrogatory in relation to the matter in this.

To the 69th interrogatory, he says that he knows nothing of such petition.

To the 72d interrogatory, he says that these matters occurred a long time ago, and he can recollect nothing further.

To the 1st cross-interrogatory, he says that he knows nothing of such refusal.

To the 2d cross-interrogatory, he says that he knows nothing of Beebe's practice; that he gave him (the witness) a conveyance upon his producing a regular chain of title from the original proprietors, and rumor says he gave others a conveyance upon the same terms.

To the 4th cross-interrogatory, he says that he does not.

To the 5th cross-interrogatory, he says that he knows not, but he does know that some have.

To the 6th cross-interrogatory, he says that his (the witness) deed was made at Beebe's expense; and he does not (know?) as to the deeds to others.

To the 15th cross-interrogatory, he says that he does not recollect hearing Beebe or Ashley say anything about Beebe's liability to make title.

SAM. C. ROANE.

L. E. BARBER,
Com'r.

Expenses.

To N. E. Woodruff, as witness,	3	days,	1	25	.	.	.	$3	75
" S. C. Roane, "	1	"	"		.	.	.	1	25
" L. E. Barber, Com'r,	4	"	3		.	.	.	12	00

I, Luke E. Barber, Com'r to take depositions in the case in the

commission hereto annexed, do hereby certify that the foregoing depositions of William E. Woodruff and Sam. C. Roane were taken on the days therein respectively stated, and by me reduced to writing as above in their presence, they being first respectively sworn, as therein stated.

Witness my hand, at Little Rock, this 10th day of August, A. D. 1850.

L. E. BARBER,
Com'r.

Opened and filed 20th April, 1853.

WM. FIELD,
Cl'k.

Depositions of witnesses taken and subscribed before me, Luke E. Barber, duly appointed a Commissioner to take testimony by the Hon. Benjamin Johnson, Judge of the District Court of the United States for the District of Arkansas, in the case of William Russell *vs.* Mary W. W. Ashley, William E. Ashley, Frances A. Ashley, Henry C. Ashley, Roswell Beebe, and George C. Watkins, pending in the Circuit Court of the United States for said District.

Ambrose H. Sevier, a witness on the part of the complainant, appearing before me on the 18th day of December, A. D. 1848 (notice thereof being by me given to Messrs. Watkins and Curran, the defendants' solicitors), and being by me first duly sworn to testify the truth, the whole truth, and nothing but the truth, in regard to the matters in controversy in the suit aforesaid, did then and there, on his oath aforesaid, depose as follows, to wit:—

To the 1st interrogatory, he saith that he resided in the town, now city, of Little Rock from June, 1821, to October, 1827; he says that he has been acquainted with Chester Ashley from the fall of the year 1820, and knew him intimately until the month of March, A. D. 1848, about one month before he died.

To the 9th interrogatory, he says that he recollects no specific conversation, but it was considered by all of us, that is, by the parties to the compromise and purchasers generally of the Little Rock property, embraced in the pre-emption of Benjamin Murphy, among whom were Chester Ashley, William Russell, Henry W. Conway, Thomas P. Eskridge, Robert Crittenden, William Trimble, and Robert C. Oden, and probably others, the witness acting as agent for said Conway; that the title to the land under the pre-emption right to the town of Little Rock proved up in the name of Benjamin Murphy was good, and the witness purchased three lots of the half block on which the Anthony House, in said town, stands, of the said Chester Ashley, under that title, and obtained from him a warranty deed for them, as the records of the Pulaski County (Court?) will show.

He also purchased a block of lots in said town of said Chester Ashley, which witness afterwards sold to Jacob Backman, lying

nearly southwest of the State-house, on which the witness built a small brick tenement and resided in for some short time; for which he recovered from said Ashley a warranty deed under the same pre-emption title, as the records of said county will also show.

To the 10th interrogatory, he says that Chester Ashley was a large seller of lots in the then town, now city, of Little Rock; that he knows of no one else who sold as many lots therein; said sales were made after the compromise in the year 1821.

To the 38th interrogatory, he says that he supposes the cost of the State-house, the State Bank, the Court-house, and public buildings in the City of Little Rock, and the buildings and improvements made by individuals in the city of Little Rock west of the Quapaw line, on the land covered by the pre-emption of Benjamin Murphy, was, probably, one hundred and fifty thousand dollars.

To the 39th interrogatory, he says that the improvements made in the city of Little Rock prior to 1836, in that portion of the town, were made on the faith of the pre-emption title of Benjamin Murphy.

To the 40th interrogatory, he says that he did purchase real estate in the town of Little Rock covered by said pre-emption right; that he purchased the same and made improvements thereon on the faith of the title of Benjamin Murphy's pre-emption right, a part of which real estate he purchased of said Chester Ashley.

To the 42d interrogatory, he says that he has no recollection of any particular conversation in relation to the title to the lands therein mentioned, but he, the witness, purchased lands of said Ashley embraced in said pre-emption, and that Ashley never said anything in disparagement of his own title to such lands; but, on the contrary, gave him, witness, warranty deeds for the lots he purchased of him, said Ashley, under the title acquired under said pre-emption right.

To the 47th interrogatory, he says that he does not recollect any conversation with Ashley in relation to the location of the State-house Square, nor does he know of any conversation between Ashley and Gov. Pope in relation thereto; but he does know that there was difficulty in locating the State-house Square, and that Chester Ashley was very active in getting it located where it was located.

To the 51st interrogatory, he says that he was present at the town of Batesville in the fall of 1821, he thinks November, when a compromise was made between the then owners of a pre-emption right granted to Benjamin Murphy in fractional section two, and the north-east fractional quarter of section three in township 1 north, range 12 west, south of the Arkansas River, and west of the Quapaw line, and the owners of certain claims, commonly called New Madrid claims, located on the same lands on which a part of the town (now city) of Little Rock is situated; the compromise was completed at that time; the witness appeared as the representative of Henry W. Conway, one of the claimants under the pre-emption claim, and Chester Ashley appeared as the representative of the claimants under the New Madrid claims; the deeds of covenants between the parties to such com-

promise will more definitely show the facts to which the witness refers as part of his answer.

To the 52d interrogatory, he says that the compromise was made, as he thinks, at the tavern of Charles Kelly, about fifty yards, as he supposes, from the land-office referred to. The compromise was several days under discussion; how many witness does not recollect.

To the 53d interrogatory, he says that he was present as the agent of Henry W. Conway, one of the pre-emption claimants.

To the 54th interrogatory, he says that Chester Ashley was present at said compromise, and that he represented himself and others claimants under the New Madrid claims. The validity of the pre-emption right granted to Benjamin Murphy was fully discussed by all the parties, that is, by the parties claiming under said pre-emption, and by said Chester Ashley, representing the New Madrid claims located on said lands.

To the 55th interrogatory, he says that he does not recollect whether said lands had been proclaimed for sale or not, but his impression is that they were proclaimed for sale, but not sold. All the parties agreed, and Chester Ashley among them, to carry the pre-emption right through, and get a patent for the lands claimed under said pre-emption, under and by virtue of the pre-emption right of said Benjamin Murphy.

To the 56th interrogatory, he says that it was agreed at said compromise, by the parties thereto, that the lands covered by said pre-emption should be entered by and in the name of William Russell, the complainant. It was objected to the entry being made in the name of said Murphy, in consequence of his embarrassments, and by Ashley among the number; he does not recollect anything being said about a sheriff's deed; he has never heard at any time of any complaint or dissatisfaction by any of the parties with the entry of said land by William Russell, or that said entry was not made in conformity with the agreement at said compromise.

To the 57th interrogatory, he says that Henry W. Conway, Robert Crittenden, Robert C. Oden, Joseph Hardin, and Thomas P. Eskridge all departed this life prior to the first of March, 1838. Henry W. Conway and Robert Crittenden had not disposed of their entire interest prior to their death. Witness does not know whether Hardin, Eskridge, and Oden had disposed of theirs or not.

To the 65th interrogatory, he says that he has been a delegate to Congress from the Territory of Arkansas, and Senator for the State of Arkansas, for upwards of twenty years. He has no distinct recollection of ever having obtained a patent for the owners of lands or pre-emption rights under the provisions of the acts of Congress of Feb. 5th, 1813, 12th April, 1814, or April 29th, 1816, for lands south of the Arkansas River, in the State of Arkansas; he has no doubt that patents under said laws for such lands were obtained, as he had no objection to said pre-emption rights until the year 1836. Witness knows that patents for lands north of the Arkansas River,

in the State of Arkansas, under New Madrid claims, were issued, covering lands south of the Arkansas, among which claims was the tract of land now owned by James S. Conway and the representatives of Joseph Paxton, deceased; that he knows of no objection having been made to the issuance of such patents, prior to the year 1836.

To the interrogatory numbered 66, and substituted in the place of the original interrogatory numbered 66, he says that his impressions are that they had access to a plat at the compromise, but he has no recollection of any marks upon it.

To the interrogatory numbered 67, substituted for No. 67 of the original interrogatories, he says that he has no recollection of the information afforded by the plat as to the number of acres in the plat mentioned; does not know the number of plats in the office before or since 1824.

To the 72d interrogatory, he says that he is not aware that he knows any other matter or thing that would benefit either of the parties, or material to the matters in issue.

A. H. SEVIER.

Attest: L. E. BARBER,
Commissioner.

And afterwards, to wit, on the 5th day of January, A. D. 1849, in the presence of the complainant and R. Beebe, one of the defendants, came Peter T. Crutchfield, who, being duly sworn to testify the truth, the whole truth, and nothing but the truth in regard to the matters in controversy in the suit aforesaid, did depose as follows, to wit:—

To the 1st interrogatory, he answers and says that he has resided in the city of Little Rock since the spring of 1827, and has known Chester Ashley from that time until his death.

To the 9th interrogatory, he says that he has frequently heard Chester Ashley speak of the compromise, but has no recollection of what he said.

To the 38th interrogatory, he says that he supposes the value of the buildings and improvements referred to was, in 1839, two hundred and fifty thousand dollars.

To the 39th interrogatory, he says that he supposes the improvements were made under the title of the original proprietors who held under the compromise.

To the 40th interrogatory, he says that he bought three lots of the land thus located prior to 1839, of a man who held Ashley's bond for title, and made improvements thereon; that Ashley gave him a title for it, and he purchased upon the faith of such title.

To the 42d interrogatory, he says that he has no recollection of having heard said Ashley say, prior to 1838, that the title to said lands was defective.

To the 60th interrogatory, he says that he was receiver of public

moneys of the United States, at the city of Little Rock, from December, 1833, to June, 1842.

To the 61st interrogatory, he says there was not any floating pre-emption granted to Chester Ashley or Roswell Beebe.

To the 62d interrogatory, he says that a copy of the bond and covenant of Roswell Beebe to the mayor and alderman of the city of Little Rock, dated July 6, 1838, was forwarded to the commissioner of the General Land-office, at the request of Roswell Beebe and Chester Ashley, by the Register and Receiver.

To the 69th interrogatory, he says that there was such a petition, but he does not know whether Chester Ashley took any action in relation to it.

To the 72d interrogatory, he says that he does not recollect any other matter or thing material to the issue, or that would benefit either party.

To the 1st cross-interrogatory, he says that he knows of no such refusal by Beebe to make title to such lots.

To the 2d cross-interrogatory, he says that he saw several deeds for such property made by Beebe, in which cases he required the party to show his title papers; has heard Beebe say that he always required the party to show his title, and that his reason was to avoid difficulty in case of conflicting claimants.

To the 4th cross-interrogatory, he says that he does not know of any person paying anything, or of said Ashley or Beebe requiring them to pay anything for a conveyance under said covenant referred to.

To the 5th cross-interrogatory, he says that he does not know.

To the 6th cross-interrogatory, he says that he does not know that Beebe furnished all the deeds at his own expense; nor does he know that any one did pay any part of the expense of obtaining deeds. Witness secured a deed from Beebe without expense, and understood that Beebe furnished deeds at his own expense.

To the 15th cross-interrogatory, he says that he never heard them say that Beebe was liable beyond the terms of the covenant, but has heard them say that the covenant would be complied with.

To the 16th cross-interrogatory, he says that they secured such letters from the Commissioner of the General Land-office previous to the 19th of April, 1838, and that the ground of setting aside such pre-emption was stated to be that the land was not the property of the United States until obtained by the Quapaw treaty, concluded by the treaty of the 24 Aug. 1808; witness makes this statement after refreshing his memory by reading the documents in relation to it.

To the 17th interrogatory, he says they did.

The witness has refreshed his memory as to the precise date.

P. T. CRUTCHFIELD.

Attest: L. E. BARBER,
Commissioner.

And at the same time comes Absalom Fowler, a witness on the part of the complainant, who being duly sworn to testify the truth, the whole truth, and nothing but the truth, in regard to the matters in controversy in the suit aforesaid, did depose and say as follows, to wit:—

To the 50th interrogatory, he says that in and prior to the year 1839 he was the owner of lot No. 12, in block 100; lots 10, 11, 12, in block 125, and fractional lots 7, 8, 9, 10 in fractional block 151, in the city of Little Rock west of the Quapaw line. He has no recollection that he ever applied in person to R. Beebe for a deed under the covenant. The lots named in block 151 he had purchased from Jesse Brown, and held his deed for them. He gave Mr. Brown his deed to witness, and requested him to get from Mr. Beebe a quit-claim for the lots. Mr. Brown, some time after, brought to him (witness) a deed executed by Mr. Beebe for the lots, which deed contained several covenants to be observed on part of witness, which he (witness) considered inconsistent with the covenant of Beebe to the mayor and alderman; and, on account of the covenant or conditions which the deed placed upon witness to be observed, he refused to accept it, and Mr. Brown retained it. The lots in blocks 100 and 125, the witness held by purchase under execution and sheriff's deed on a judgment in favor of Brownfield *vs.* Christian Brumbach, who has a regular chain of title to the lots from the original proprietors of the town of Little Rock through Chester Ashley. Witness procured a certified copy of the chain of title from the original proprietors down to Brumbach, and sent the transcript and his two deeds from the sheriff for the lots, which deed contained a full recital of the judgment, execution, and sale, by Benjamin J. Borden as his agent to Mr. Beebe, with instructions to request him to execute to witness a deed for the lots in accordance with his covenant executed to the mayor and alderman. Mr. Borden, not long after, returned them to me with an endorsement on an envelop wrapped around them, in Mr. Beebe's handwriting, to this effect: "The relinquishment not granted, title defective;" the said envelop has been since lost or destroyed; he thinks this was early in the year 1840. The witness afterwards conveyed all of these lots in trust to Pike and Newton, and Beebe having failed to execute to them or him (witness) a quit-claim deed, in conformity with his covenant to the mayor and alderman on the 11th September, 1846, he instituted a suit in chancery against Beebe and others in the name of Pike and Newton, as his assignees, to compel a specific performance of his covenant, and to compel him, Beebe, to execute a quit-claim deed to them (Pike and Newton) as such assignees.

At the first term of the court in October, 1846, the suit was continued at the request of Mr. Beebe without his answering the bill, coupled with an intimation from Mr. Beebe or his attorneys (witness does not now recollect which) that the matter might probably be settled without any final decree being rendered. During the next

April term, 1847, in the month of June, Mr. Curran, one of the attorneys of Mr. Beebe, brought to witness a quit-claim deed duly executed by Mr. Beebe, for all the lots in controversy, without any conditions whatever, the deed being an absolute quit-claim deed, and the suit was dismissed by complainants at witness' cost. The witness attended to the suit himself as solicitor, and should have charged any person at least fifty dollars for such services. Witness does not know and has no memorandum of the entire costs of the suit, but the copies of papers and court costs must have amounted to at least fifty dollars. The usual compensation for a solicitor in such a case settled by compromise would be, in the opinion of witness, from fifty to one hundred dollars.

To the 72d interrogatory, he says that he does not know that he can.

To the 13th cross-interrogatory, he says that in relation to the lots which he held under the sheriff's deed, he has no recollection that he exhibited with said bill in Chancery any chain of title, or link in the chain of title different from that which he had sent by Mr. Borden to Mr. Beebe, except a transcript of the proceedings in the suit, and of the judgment and execution under which he had purchased the lots at sheriff's sale. In relation to the lots which he purchased from Jesse Brown, he exhibited with said bill in chancery a transcript from the records showing a regular chain of title from the original proprietors of the town of Little Rock down to Jesse Brown, which he does not know that Mr. Brown had previously presented to Mr. Beebe, but presumes that he did.

The residue of this interrogatory, as far as the witness knows, is fully answered in the answer to complainant's 50th interrogatory, to which witness refers.

A. FOWLER.

Attest: L. E. BARBER,
Commissioner.

And afterwards, to wit, on the 8th day of January, A. D. 1849, R. Beebe, one of the defendants, being present, came William Field, a witness on the part of the complainant, who, being duly sworn to testify the truth, the whole truth, and nothing but the truth in the premises, deposes and says as follows:—

To the 1st interrogatory, he says that he has resided in the city of Little Rock since the 3d of May, 1830, and has been acquainted with Chester Ashley from that time until his death.

To the 8th interrogatory, he says that Chester Ashley was a practising attorney from that time until about the fall of the year 1844, and was considered a good lawyer, and he had the reputation of an investigating lawyer in relation to land titles and everything else.

To the 9th interrogatory, he says he does not recollect any par-

ticular conversation with Col. Ashley in relation to the compromises mentioned in said interrogatory.

To the 10th interrogatory, he says that from the year 1830, and for some years after, Chester Ashley was in the habit of selling lots in the city of Little Rock; he knows of his purchasing and selling lots, but does not know whether he was a large dealer.

To the 11th interrogatory, he says that he does not know the extent of his knowledge in relation to the titles to lots in Little Rock, nor of his habit in investigating them.

To the 21st interrogatory, he says that the northeast part of the block, north of Markham street and west of Louisiana street (the witness being ignorant of the number of the block or lots), was enclosed, but when he does not know, by a plank railing, and as he understood by William Russell.

To the 22d interrogatory, he says they were situated on the street fronting George C. Watkins' Law-office, and fronting said street, and about ten squares and a half from said law-office on the street leading to the State-house.

To the 37th interrogatory, he says that he does not know that he ever heard Col. Ashley speak of the compromise.

To the 38th interrogatory, he says that he supposes the improvements mentioned therein were worth about two hundred thousand dollars at the time indicated.

To the 39th interrogatory, he says that he supposes the part of the city mentioned was built upon in the faith of the pre-emption referred.

To the 42d interrogatory, he says that he has no recollection of hearing said Ashley speak of the title to the lands in Little Rock.

To the 47th interrogatory, he says that some of the citizens, witness among others, opposed the location of the State-house Square at its present site, but that Col. Chester Ashley advocated its location where it is.

To the 69th interrogatory, he says that in the year 1839, a memorial or petition, dated 16th July, 1839, to Congress was drawn, asking a patent to issue for the lands of Little Rock under the pre-emption act, and enclosed to the Commissioner of the General Land-office, and signed by a number of persons of the citizens of Little Rock. Witness does not know of his own knowledge what action C. Ashley took in relation to the petition or memorial, but several citizens refused to sign it on the ground that it might compromit their rights under the bond of R. Beebe to quiet titles—among those refusing to sign were Gov. Fulton and Judge Ben. Johnson.

To the 72d interrogatory, he says that he does not.

To the 1st cross-interrogatory, he says that he does not know of any.

To the 2d cross-interrogatory, he says that he does not know anything about the matter inquired into.

To the 4th cross-interrogatory, he says that he knows nothing of the matter therein.

To the 5th cross-interrogatory, he says that he knows nothing about it.

To the 6th cross-interrogatory, he says that he does not know.

To the 10th cross-interrogatory, he says that he does not know that either C. Ashley and R. Beebe knew anything of the petition while it was circulated for signatures; the only conversation he has had with either was with C. Ashley, after the petition had gone on, and that Ashley then said that the title to all the lands that had been sold were received by Beebe's bond. Some of the citizens, among them Gov. Fulton and Judge Johnson, refused to sign the petition, as the witness has already answered; he does not know how many property-holders signed the petition; there were no large property-holders.

To the 15th cross-interrogatory, he says that he never (heard?) Ashley or Beebe say that Beebe was bound beyond the terms of his covenant, nor did he hear either of them say that Beebe would be bound to make title to any person unless he brought himself within the terms of the covenant, nor did he ever hear either of them speak in relation thereto, except as to his own individual lots; which were consigned to Col. Ashley by Beebe, by Ashley to Woodruff, and by Woodruff to witness.

WM. FIELD.

Attest: L. E. BARBER, *Com'r.*

And afterwards, to wit, on the 9th day of January, A. D. 1849, came William W. Stevenson, a witness on the part of the complainant, who, being duly sworn to testify the truth, the whole truth, and nothing but the truth, in regard to the matters in controversy between the parties, deposes and says as follows, to wit:—

To the 1st interrogatory, he says that he became a citizen of Little Rock in the last of April, 1831, and has resided here ever since; became acquainted with Chester Ashley before he settled here, and was acquainted with him during his (witness's) residence at Little Rock until his death.

To the 9th interrogatory, he says that he has heard Chester Ashley speak of the compromise between those who were the proprietors of the city of Little Rock, but has no recollection of the specific stipulations of the compromise.

To the 39th interrogatory, he says that to the best of his knowledge and understanding, it was upon the faith of the pre-emption and the compromise between the original proprietors, such has always been his understanding.

To the 40th interrogatory, he says that he purchased land of Ashley himself, and from others, upon which he did not make much

improvement; that he purchased the land upon the faith of the title under the pre-emption and compromise.

To the 42d interrogatory, he says that he does not recollect having heard him speak specifically of the title, but he has heard Ashley speak of such land, and he always conveyed the impression that the title was good; he urged witness to purchase some of the lands of him.

To the 59th interrogatory, he says that he was appointed on the 29th Dec'r, 1839, and has continued Register ever since that time.

To the 61st interrogatory, he says that there was no floating pre-emption granted to either of them.

To the 62d interrogatory, he says that if any such bond was sent, it was before the witness became Register of the land-office, and he knows nothing of it.

To the 63d interrogatory, he says that there is no such evidence upon the records of the Register's office.

To the 64th interrogatory, he says that the paper now shown to the commissioner, marked "Copy Exhibit *A*," is an exact copy from pages one and two of the journal of said Register's office, all of which described lands appear to have been entered and paid for by the person therein named on the first day of September, are eighteen hundred and twenty-one. The books of said Register's office show that the twenty-two pre-emption rights on lands as shown therein, situate north of the Arkansas River in the (now) State of Arkansas, were granted and allowed under the act of Congress of April 12th, 1814, to the persons therein named, and that the said lands were entered and paid for under right of pre-emptions, on the first day of September, A. D. eighteen hundred and twenty-one. But he is not able to state what other pre-emption rights south of the said river, if any, were afterwards allowed under said act of Congress; nor can he find any record in said Register's office showing whether or not the lands so entered under said pre-emption rights have been patented by the United States.

To the 72d interrogatory, he says that he knows nothing else.

To the 1st cross-interrogatory, he says that he knows of no such instance personally.

To the 2d cross-interrogatory, he says that he does not know anything of it personally, nor has heard of any instance.

To the 4th cross-interrogatory, he says that he does not know anything of it, nor has heard of any instance.

To the 5th cross-interrogatory, he says that he does not know anything in relation to it.

To the 6th cross-interrogatory, he says that he does not know anything about it.

To the 15th cross-interrogatory, he says that he does not know anything about it, nor has he heard Ashley or Beebe say anything to the contrary.

W. W. STEVENSON.

Attest: L. E. BARBER, *Com'r.*

And came James Vance, a witness, who being sworn to testify the truth, the whole truth, and nothing but the truth in relation to the matters in issue between the parties, deposeth and saith as follows:—

To the 49th interrogatory, he says that he was not the owner of any such lands in the year 1839; that he became part owner of some such lots in 1845 or 1846, and application was made by those from whom he purchased for a quit-claim deed through L. R. Lincoln, which, after some time, was obtained.

To the 72d interrogatory, he says that he does not know of anything.

To the 12th cross-interrogatory, he says that he made no such application as is inquired about.

JAS. VANCE.

Attest: L. E. BURKE,
Commissioner.

And afterwards, to wit, on the 19th day of February, 1849, came Charles P. Bertrand, a witness on the part of the complainant, who being duly sworn to testify the truth, the whole truth, and nothing but the truth in the matter in issue between the parties (Wm. Curran, of the firm of Watkins and Curran, attorneys for defendants, being present), deposeth and saith:—

To the 1st interrogatory, he says that he has been residing in Little Rock since the fall or winter of the year 1821, and has known Chester Ashley ever since, or within a short time thereafter, until his death.

To the 8th interrogatory, he says that Chester Ashley was a practising lawyer from the time he knew him until a few years before his death, and had the reputation of standing at the head of his profession.

To the 9th interrogatory, he says that he has no specific recollection of any consultation with C. Ashley in relation to the matters inquired into in this interrogatory.

To the 18th interrogatory, he says that he supposes that the improvements mentioned in this interrogatory were worth twenty-five hundred dollars, or perhaps more.

To the 21st interrogatory, he says that said lots were inclosed about the year 1840 by said Russell; the fence a good fence.

To the 23d interrogatory, he says that he cannot answer with certainty as to any specific sum, but supposes that the improvements on said land were worth at least two hundred and fifty thousand dollars.

To the 38th interrogatory, he says they were on the street from Watkins's office to the State-house, the distance about two squares.

To the 47th interrogatory, he says that said Ashley was very anxious for the location of the State-house where it is; has heard him speak about it.

To the 49th interrogatory, he says that he was the owner of an interest in lot 1, block 1, in said city, known as the ferry lot. Mr.

Beebe desired witness to send him his title-papers to any lots he might own in the district embraced in said interrogatory, that he (Beebe) might make title. Witness submitted him his title-papers, and after some time Beebe returned them to witness without making him a title (under said bond to the Corporation, or Mayor and Alderman), without assigning any reason why he would not make him (witness) a title. In a conversation afterward with Col. Ashley, he (witness) asked what objection there was to his title, that if there was any defect he might supply it. He (Ashley) gave him (witness) no satisfaction about it, but said that he or Beebe should bring suit against him (witness) and dispossess him, or the statute of limitations would bar them. Witness holds other property, for which a quit-claim deed had been given before he had any interest in it. They both, Ashley and Beebe, objected to his right to a deed of quit-claim—Ashley in words, and Beebe by returning my papers—but assigned no reason for such refusal. The title presented to Beebe was a deed from commissioners under decree for sale of said lots under a mortgage (said deed reciting the mortgage, decree, and sale to witness) from Robert Crittenden, one of the original proprietors; said lot had been conveyed by Crittenden to Bently by mortgage, said mortgage foreclosed, and the property decreed to be sold, and the same purchased by witness, all of which proceedings were of record, and known, as this witness has good reason to believe, to Ashley, by which purchase the witness had a good title, derived from one of the original proprietors, to whom, in the division, the lot had been assigned, as this witness believes.

To the 57th interrogatory, he says Henry W. Conway, Robert Crittenden, Robert C. Oden, Joseph Hardin, and Thomas P. Eskridge, all departed this life before the 1st of March, 1838, but witness does not know which of them had parted with his interest in said lands, but Robert Crittenden owned the property on which he lived, which was sold after his death. Robert C. Oden's administrator sold lots in said city after his death as the property of said Oden.

To the 72d interrogatory, he says that he is not aware that he knows any other matter or thing material to the matter in issue.

To the 1st cross-interrogatory, he says that Beebe called upon him for his title to any lots that he owned in said city under the proprietors of said town, as stated in his answer to the 49th interrogatory filed by the complainant; and he (witness) refers to the said answer to said 49th interrogatory as his answer to this interrogatory, that he knows of no other instance of a refusal to make a quit-claim deed of his own knowledge.

To the 2d cross-interrogatory, he says that he knows nothing of the matter inquired into by this interrogatory.

To the 4th cross-interrogatory, he says that he knows nothing of the matters herein inquired; that he does not know whether they did or did not require payment for a deed.

To the 5th cross-interrogatory, he says that said Beebe has not made a conveyance to him (witness) for lot 1 in block 1, which he (witness) holds under the original proprietors, and which he (witness) holds under a regular chain of title, and he (witness) made application, as stated in his answer to the 49th principal interrogatory, and to which he refers as his further answer to this interrogatory.

To the 6th cross-interrogatory, he says that he knows nothing about it.

To the 7th cross-interrogatory, he says that he produced but one deed to Beebe, and that was a deed executed to him (witness) by the commissioner appointed under a decree of Pulaski Circuit Court, for the sale of lot 1 and block 1, with the privileges thereto pertaining, to wit, the right of ferry, under a foreclosure of the mortgage from Crittenden, one of the original proprietors, to Bentley, and under which sale the witness purchased; witness did apply to Beebe for title; but Beebe applied to witness for his title papers; witness presented the deed above specified to Beebe, which he (witness) considers a good title. Trimble claimed a part of the lot; nor did witness ever claim more than an undivided half of said lot; and the deed to him, referred to above, was for an undivided half thereof, Crittenden's interest in said lot. Beebe assigned no reason for his refusal to execute a quit-claim deed to witness, and refused to assign any. The witness had a conversation with Col. Ashley in the street, and asked him to point out any defect in his (witness's) title, and why he and Beebe would not make title to him. Ashley pointed out no defect in witness's title, but merely stated that they would bring suit against him, or the statute of limitation would bar them.

There was no defect in witness's title, but there was a link in the chain which he could not then find, but which was of record in the Superior Court of the Territory of Arkansas. There is a deed on record in the Recorder's office of Pulaski County, from Crittenden to Paxton, by way of mortgage for the same property, which was afterwards cancelled by decree of the Superior Court of the Territory, now State of Arkansas, which decree was not then made a record in said Recorder's office. The deed to Paxton, and the decree cancelling the same, were both prior to the mortgage to Bently under which the witness claims. The decree cancelling said deed to Paxton has been made of record in said Recorder's office within a year or two by said witness. And further the witness saith not.

C. P. BERTRAND.

Attest: L. E. BARBER,
Com'r.

State and District of Arkansas, sct.

I, Luke E. Barber, duly appointed a Commissioner to take testimony in the case in the caption to the interrogatories mentioned, by the Circuit Court of the United States for the District of Arkansas,

as by the commission herewith appears, do hereby certify and make known that I did diligently examine the several witnesses whose names are subscribed to the foregoing depositions, as well on the part of the complainants as the defendants, so far as the interrogatories to said commission annexed required, that said witnesses were examined apart upon their corporal oaths, before me taken, as stated in the preamble to each deposition, notice thereof being first given to the parties, complainant and defendant, or their attorneys, and that the examination of such witnesses was reduced to writing at the time of taking the same, and subscribed by them respectively; all which will appear by the preceding depositions; that not being prepared to call before me the other witnesses to whom interrogatories were propounded, as annexed to said commission, I thereupon closed said commission.

In witness whereof I have hereto set my hand and seal this 19th day of February, A. D. 1849.

L. E. BARBER, [SEAL.]
Com'r.

Expenses of Executing the Commission.

To Andrew H. Sevier, a witness, one day's attendance.
" Charles P. Bertrand, " " "
" William Field, " " "
" Absalom Fowler, " " "
" Peter S. Crutchfield, " " "
" William W. Stevenson, " " "
" James Vance, " " "

L. E. Barber, Com'r, to 7 days, 4$, $28 00.

Test: L. E. BARBER,
Com'r.

Rec'd of William Russell (the complainant) twenty-eight dollars, in full for the above fee due me as Commissioner.

L. E. BARBER.

Filed April 20th, 1853.

WM. FIELD,
Cl'k.

Exhibit No. 2.

This deed, made this ninth day of June, eighteen hundred and thirty-eight, by and between Jackson Crain and Joel Crain, jointly and severally, of the County of Conway, of the State of Arkansas, of the first part, and Roswell Beebe, of the city of Little Rock, County of Pulaski, and in the State aforesaid, of the second part—

Witnesseth that the said parties of the first part, for and in consideration of the sum of two hundred dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these pre-

sents do hereby grant, bargain, and sell unto the said party of the second part, and to his heirs and assigns forever, the south fractional part (south of the Arkansas River), and west of the Quapaw line, of the northwest fractional quarter of fractional section number two, containing thirty acres and two-hundredths of an acre; and the north fractional part (south of the Arkansas River) of the northeast fractional quarter of fractional section number three, containing ninety-five and sixty-three hundredths of an acre, and making in the aggregate one hundred and twenty-five acres and sixty-five hundredths of an acre of land, being in township one north, of range twelve west, of the fifth principal meridian, according to the returns of the Surveyor General—to have and to hold the hereinbefore described tracts or parcels of land, with all the rights, privileges, and appurtenances thereunto belonging, unto the said party of the second part, his heirs and assigns, and to his and their only proper use and behoof forever; and the said parties of the first part hereby agree, if any other or further deed shall be required by the said party of the second part, that the said parties of the first part, their heirs, executors, or administrators, shall and will execute the same, so as to vest a fee simple estate in and to the lands aforesaid, in the said party of the second part, his heirs and assigns forever; and the said parties of the first part, for the consideration aforesaid, do hereby assign, transfer, and set over unto the said party of the second part, all their right, title, claim, and demand to the before described tracts of land, purchased by the before mentioned Jackson Crain and Joel Crain, jointly, on the sixth day of June, eighteen hundred and thirty-eight, as per Receiver's receipt No. 3552, and designated as the south fractional part (south of Arkansas River), and west of the Quapaw line, of the northwest fractional quarter of fractional section two, and the south fractional part (south of the Arkansas River) of the northeast fractional quarter of fractional section three, both in township one north, of range twelve west, and situate in the district of lands subject to sale at Little Rock, and request that a patent may be issued to said Beebe, his heirs and assigns. Interlined, before signing, "Part."

In testimony whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

JACKSON CRAIN, [SEAL.]
JOEL CRAIN. [SEAL.]

Signed, sealed, and delivered in presence of us,
DANIEL HARRISON,
JOS. HENDERSON.

STATE OF ARKANSAS,
Conway County, ss.

This day personally appeared before me, Daniel Harrison, an acting justice of the peace in and for the county and State aforesaid, Jackson Crain and Joel Crain, both to me personally well known, who,

after hearing the foregoing deed read to them in their hearing, acknowledged that they voluntarily executed the same for the uses and purposes therein expressed.

In testimony whereof I have hereunto set my hand and seal, the day and year first aforesaid, as 9 June, 1838.

(Signed duplicate.)

DANIEL HARRISON, *J. P.* [SEAL.]

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Lemuel R. Lincoln, Clerk of the Circuit Court, and ex-officio Recorder for the county aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office, on the 1st day of September, A. D. 1838, and the same is now duly recorded in record-book "K," page 73, &c.

In testimony whereof, I have hereunto set my hand, and affixed the seal of my office, at Little Rock, the 4th day of September, in the year of our Lord one thousand eight hundred and thirty-eight, and of the independence of the United States the 63d.

LEMUEL R. LINCOLN,
Clerk and ex-officio Recorder.

This deed, made this ninth day of June, eighteen hundred and thirty-eight, by and between George Harris and Margaret his wife, of the County of Conway, in the State of Arkansas, of the first part, and Roswell Beebe, of the city of Little Rock, County of Pulaski, in the State aforesaid, of the second part, witnesseth that the said parties of the first part, for and in consideration of the sum of one hundred dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do hereby grant, bargain, and sell unto the said party of the second part, and to his heirs and assigns forever, the west fractional part, west of the Quapaw line, of the southwest fractional quarter of fractional section two (south of the Arkansas River), in township one north, of range twelve west, of the fifth principal meridian, containing sixty-five acres and sixty-eight hundredths of an acre, according to the returns of the Surveyor-General.

To have and to hold the hereinbefore described tracts of land, with all the rights, privileges, and appurtenances thereunto belonging, unto the said party of the second part, his heirs and assigns, and to his and their only proper use, benefit, and behoof forever; and the said parties of the first part hereby agree, if any other or further deed shall be required by the said party of the second part, that the said parties of the first part, their heirs, executors, or administrators, shall and will execute the same, so as to vest a fee simple estate in and to the land aforesaid, in the said party of the second part, his

heirs and assigns; and the said parties of the first part, for the consideration aforesaid, do hereby assign, transfer, and set over unto the said parties of the second part, all their right, title, claim, and demand to the before described tract of land, purchased by the before mentioned George Harris on the sixth day of June, eighteen hundred and thirty-eight, as per Receiver's receipt, No. 3550, and designated as the west fractional part, west of the Quapaw line, of the southwest fractional quarter of fractional section two (south of the Arkansas River), in township one north, of range twelve west, situate in the district of lands subject to sale at Little Rock, and request that a patent may be issued to said Beebe, his heirs and assigns.

In witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

GEORGE HARRIS. [SEAL.]

her
MARGARET + HARRIS. [SEAL.]
mark.

Signed, sealed, and delivered in presence of us, and by MARGARET HARRIS, by making her mark.

JOS. HENDERSON,
DANIEL HARRISON.

STATE OF ARKANSAS,
County of Conway, ss.

This day personally appeared before me, Daniel Harrison, an acting Justice of the Peace in and for the county and State aforesaid, George Harris and Margaret his wife, both to me personally well known, who, after hearing the foregoing deed read to them in their hearing, acknowledged that they voluntarily executed the same for the uses and purposes therein expressed; and the said Margaret being by me examined separate and apart from her said husband, and being by me first made acquainted with the contents of said deed, acknowledged that she had freely and voluntarily executed the same without any compulsion or undue influence of her husband.

In testimony whereof I have hereunto set my hand and seal as Justice of the Peace, this ninth day of June, eighteen hundred and thirty-eight.

(Signed duplicate.)
DANIEL HARRISON, *J. P.* [SEAL.]

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Lemuel R. Lincoln, Clerk of the Circuit Court, and *ex-officio* Recorder for the county aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my

office on the 1st day of September, A. D. 1838, and the same is now duly recorded in Record Book "K," page 75, &c.

In testimony whereof I have hereunto set my hand, and affixed the seal of my office, at Little Rock, the 5th day of September, in the year of our Lord one thousand eight hundred and thirty-eight, and of the Independence of United States the 63d year.

[SEAL.] LEMUEL R. LINCOLN,
Clerk, and ex-officio Recorder.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Gordon N. Peaz, Clerk of the Circuit Court, and *ex-officio* Recorder within and for said county and State of Arkansas, hereby certify that the within and foregoing three half sheets exhibit a true and correct copy of the deeds or instruments of writing as the same remain of record in my office.

In testimony whereof I have hereunto set my hand, and affixed the seal of my office, at Little Rock, on the 10th day of June, A. D. 1845.

[SEAL.] GORDON N. PEAZ, *Clerk.*

Filed Sept. 1st, 1845.

Exhibit No. 3.

This agreement, contract, covenants, and power of attorney, made and entered into by George Harris, of Conway County, in the State of Arkansas, to and with Joseph C. Moyer, of Saint Louis County, in the State of Missouri, witnesseth: That whereas the said George Harris was, in June of the year 1838, the lawful owner in his own right of a floating pre-emption claim, so called, of 80 acres of land "elsewhere" than at his improvement, under the supposed provisions of the act of Congress granting and relative to pre-emption rights upon the public lands, approved 29th May, 1830, July 14th, 1832, and 19th June, 1834, as said acts of Congress were construed by the Treasury Department and at the General Land-office of the United States, and as shown by the then existing instructions from said General Land-office of the United States, and which instructions, as then understood and stated to be, prohibited the location of such floating pre-emption claims from including improvements of other settlers, and restricted their location to unimproved and unoccupied public lands. That in the latter part of May, 1838, one Roswell Beebe applied to purchase the floating pre-emption of eighty acres of him the said George Harris, the said Beebe at the same time assuring the said Harris that said pre-emption float could be located upon no other than unimproved and unoccupied public land. That he, the said Beebe, stated that he had bought the float of Samuel Plumer, and wanted that of said Harris to locate the two upon a whole quarter section of unimproved public land, near the Mississippi River; whereupon the said Harris then bargained and sold his said

floating pre-emption to said Beebe, and authorized him to locate the same accordingly.

That on the 9th June, 1838, one Joseph Henderson came to the house of said Harris with a deed ready written, and magistrate with him to take the acknowledgment for said Harris and wife, to convey to said Beebe the land located by said floats. That said Harris, not being a scholar, nor understanding numbers, and depending on the truth of what said Beebe had stated, and of what was said to be the instruction from the General Land-office, to wit, that floating pre-emptions could not be located upon improvements of other settlers, nor on any other than unimproved and unoccupied public lands, and the conversation of said Henderson when applying for a deed having a tendency to enforce that belief, and totally concealing from said Harris the fact that his said float had been located upon valuable improvements not owned by said Harris, nor by said Beebe, he, the said Harris, confidently and fully believed that the deed which said Henderson was asking him to sign, was for unimproved lands, as it was distinctly stated by said Beebe at the time of the contract, but eight or ten days before, that none other could be located by such float.

In this belief the said Harris and wife signed and executed the deed so presented by said Henderson, but would not have signed or executed said deed if he had known or suspected that the lands he conveyed included improvements owned by other persons; nor would he have executed said deed if he had known then, as he has lately been informed is the fact, that the acts of Congress prohibited conveying such pre-emption rights, or lands by them located, until after the patents for the same had issued, excepting such only as had been entered and paid for before 23d January, 1832. That said Harris never knew until September, 1840, that he had ever owned any part of the city of Little Rock, in the State of Arkansas, or that he had by his deed of 9th June, 1838, conveyed any part thereof to said Roswell Beebe, but on the contrary supposed and was induced to believe that said deed conveyed no other than unimproved lands, for which he received one hundred dollars only, and that the mind or senses of him the said Harris never did assent to or understand that he sold or conveyed any part of said city of Little Rock, nor lands improved by other persons, and that he would not knowingly have signed or executed such conveyance, which was entirely contrary to the understanding at the time of the contract.

And whereas the said George Harris is now assured that the deed he signed on 9th of June, 1838, purporting to convey to said Beebe the west fractional part, west of the Quapaw line, of the southwest fractional quarter of fractional section two, in township one north, of range twelve west, from the fifth principal meridian, containing sixty-five acres and sixty-eight hundredths of an acre of land, and that a very valuable and highly improved part of the city of Little Rock is and was then situate thereon, and that the same was worth,

with its improvements, more than forty thousand dollars, and the said Harris, now knowing that the whole contrivance to obtain from him the deed aforesaid for said land entered for him on sixth of June, 1838, in his own name and by virtue of his own floating pre-emption right, was the joint work of Chester Ashley, Roswell Beebe, and Joseph Henderson, mainly or entirely for the use and benefit of said Ashley, each of whom well knew at the time that the same did include a valuable and highly improved part of the city of Little Rock, and that said Harris was utterly ignorant thereof, while they induced the said Harris as aforesaid to believe that his said float could be located upon no other than unimproved lands, and that consequently it was unimproved lands that his aforesaid deed conveyed for the trifling sum of one hundred dollars:

Now, inasmuch as the deed made by said Harris to said Beebe was not at that time authorized by law, and more particularly as said Beebe was the agent of said Harris in locating his said floating pre-emption, after having assured him, the said Harris, that the same could not be located upon improvements of other persons, and he the said Beebe, as agent of said Harris, having in less than ten days afterwards located the same upon the city of Little Rock, concealing that fact from said Harris, and by said concealment and the combination and the contrivances, misrepresentations and falsehood aforesaid, obtained from him the said Harris, for the sum of one hundred dollars, a deed for said fractional quarter section of land, then worth, as said Beebe, Ashley, and Henderson well knows, more than forty thousand dollars; they also well knowing that said Harris was ignorant thereof, and supposed he was conveying unimproved lands, all being done and contrived by them the said Ashley, Beebe, and Henderson with evident and palpable design and intent to overreach, defraud, deceive, and cheat him the said Harris, contrary to law, good faith, good conscience, or common honesty.

For all of which reasons the said George Harris desires to cancel and annul his aforesaid deed to said Beebe, and return to him the money he has paid, and interest, as in justice and conscience ought to be done. But the said Harris not feeling qualified to contend successfully for his just rights against said Ashley and Beebe and such means as they exert, contracts this conditional sale of said fractional quarter section of sixy-five acres and sixty-eight hundredths of an acre of land, to the said Joseph C. Moyer, with full power to him and his heirs to accomplish the object, and obtain the decree desired and required by the justice, equity, and circumstances of the case, to wit:—

The said George Harris does hereby irrevocably nominate, constitute and appoint the said Joseph C. Moyer the true and lawful attorney in fact for him the said George Harris, and hereby authorize and empower his said attorney in fact, to substitute and attorney under him, and to revoke the same at pleasure, and to employ at his own expense such attorneys and counsel, learned in the law, as he the

said Moyer may think fit, to aid in doing and performing any or all of the matters and things which he the said Joseph C. Moyer is hereby authorized to do or cause to be done, and the said George Harris does hereby ratify and confirm, and engage to ratify and confirm all and whatsoever his said attorney in fact or his substitutes may lawfully do or cause to be done in the premises as indicated by this instrument to be as good and valid in law and equity as if he the said George Harris had done the same in his own proper person; and further,

If the said George Harris should die before the object and purposes in and by this instrument contemplated are complete according to the intent and meaning thereof, such death shall not revoke, annul or abate this instrument or power of attorney, but the purposes and intentions thereof shall be effectuated, carried out and completed on the part of the said George Harris by his heirs or other representatives, and in like manner if the said Joseph C. Moyer should die, his heirs or represetatives on his part may effectuate and complete any or all of the objects and purposes contemplated by this instrument as fully as if both the said Harris and the said Moyer were still in full life.

And the said George Harris does hereby authorize and empower his said attorney in fact or his substitutes to bring and prosecute such suit or suits at law or in equity as he the said Joseph C. Moyer may think fit, and at such time or times as he may think most suitable, in the name and behalf of him the said George Harris, if alive, or of his heirs if he is deceased, against the said Roswell Beebe and Chester Ashley, or either of them, or against both or either of them, together with such other person or persons as he the said Moyer or his substitute may think fit. The end, purpose, and object of which suit or suits shall be to cancel and annul the deed made as aforesaid by the said George Harris to the said Roswell Beebe and his heirs, dated 9th June, 1838, of record in the Recorder's office at Little Rock, in Book K, page 75, fractional quarter section of land aforesaid, and to compel, by decree in equity or otherwise, a reconveyance thereof by said Beebe and others claiming any part or parts of the same, to him, the said George Harris, and his heirs, and decreeing the title of said fractional quarter section of land to him the said Harris and his heirs in fee simple, and also that said deed from said Harris to said Beebe, and the patent from the United States to said Beebe as assignee of said Harris, be delivered up to him the said George Harris and his heirs upon the repayment to said Beebe by or for the said Gerge Harris of the same sum which the said Beebe paid to the said George Harris, and to the United States, for the said fractional quarter section of land, and interest thereon, and such and further sum or sums of money, if any, as a court of justice may decree, which payment shall be made by the said Joseph C. Moyer, for and in behalf of said Harris, as soon as such judgment and decree as aforesaid is obtained and performed by said Beebe and Ashley, or other defendants in said suit or suits; and if any part or parts of

said fractional quarter section of land is so circumstanced that a decree of re-conveyance to said Harris and his heirs cannot be obtained, the suit or suits to be brought as aforesaid may seek to recover, in money, the value of such part or parts of said fractional quarter section of land as may not be decreed to said Harris and his heirs in the suit or suits so to be brought, may seek and obtain any other relief in the premises against the deceptions and frauds aforesaid, which he the said Joseph C. Moyer or his substitute or heirs may deem necessary and proper.

The said Joseph C. Moyer, or his substitutes or heirs, may ascertain in such way and at such time as he or they may deem most proper, if there be any other title to the aforesaid fractional quarter section of land paramount and superior in law or in equity to the title for the same land as patented to Roswell Beebe, as assignee of said George Harris, and if there exists such paramount title for the same land as would overreach or be adjudged superior in law or in equity to the title originating under the claim of said Harris, so patented to said Beebe, then the said Joseph C. Moyer shall not be bound to commence any suit or proceedings whatever under this power of attorney and agreement. Now, if by any proceedings, suit or suits, hereinbefore authorized, the aforesaid deed dated 9th June, 1838, purporting to be a conveyance from the said George Harris and wife to Roswell Beebe and his heirs, for the west fractional part (west of the Quapaw line) of the northwest fractional quarter of fractional section two, in township one north, of range twelve west, from the fifth principal meridian, containing sixty-five acres and sixty-eight hundreths of an acre of land, be cancelled and annulled, or decreed to be delivered up to said George Harris and his heirs, and if the title to said fractional quarter section of land, or any part or parts thereof, be decreed to the said George Harris and his heirs, or money be decreed to be paid to the said Harris or his heirs in lieu of any part or parts of said fractional quarter section not so decreed to him, he, the said George Harris, hereby agrees, contracts, promises, and covenants, and binds himself, his heirs and representatives, to convey to the (said?) Joseph C. Moyer, his heirs and assigns, forever by legal deed, the whole and every part of said fractional quarter section of land which may be so decreed or adjudged to him the said George Harris or his heirs, by as full and perfect fee simple title as can be consistent with such judgment and decree, and that to the said George Harris and his heirs will also assign, transfer, and make over to said Joseph C. Moyer, his heirs, or assigns, all sums of money that may be decreed or adjudged to him, the said George Harris, or his heirs, upon every and all the suit or suits heretofore authorized to be brought. He, the said Harris, and his heirs, being hereby bound to convey and to assign to the said Joseph C. Moyer, his heirs and assigns, all, every part of said fractional quarter section of land, and all the sums of money which he, the said Harris, may recover or hold upon each and every judgment or decree to be

obtained upon suit or suits in law or equity hereinbefore authorized to be brought.

Which deed and assignment, from said Harris, or his heirs, to the said Joseph C. Moyer, his heirs or assigns, shall be made and delivered upon the first reasonable request of him, the said Moyer, his heirs or assigns, after such judgment or decree as aforesaid, in favor of said Harris or his heirs, is made, and at the same time the last of the payments herein named is made or tendered by the said Joseph C. Moyer, his heirs or assigns, to him, the said Harris or his heirs. The whole and entire price and consideration to be paid by the said Joseph C. Moyer to the said George Harris or his heirs, for the aforesaid deed and conveyance, to be made by said Harris or his heirs to the said Joseph C. Moyer, his heirs and assigns, for the aforesaid fractional quarter section of land, or such part thereof as may be decreed to said Harris or his heirs, and also for the assignments to be made as aforesaid to the said Myers of all sums of money decreed to be paid to the said Harris or his heirs as aforesaid, shall be as follows, to wit: The said Joseph C. Moyer shall pay all costs, legal charges, and expenses of every sort, occasioned by the suit or suits which may be brought as hereinbefore authorized, for which the said Harris or his heirs could be in any way made liable, and the said Moyer shall also pay all of such sum or sums of money as may be decreed, as aforesaid, to be refunded and returned, with interest, to said Beebe or others, upon a decree and reconveyance to said George Harris or his heirs, of the fractional quarter section of land aforesaid; and when a judgment or decree is obtained in favor of said George Harris or his heirs upon any suit or suits hereinbefore authorized, then at the same time that said Harris, or his heirs, executors, and deliver to the said Joseph C. Moyer, his heirs or assigns, the deed conveying and assignment aforesaid to be made in such case. He, the said Moyer, shall pay to the said George Harris or to his heirs, in addition to the aforesaid payments, the further sum of fifteen hundred dollars, in current money of the United States, all of which above sums of money together is and shall be the entire price and consideration, by the said Moyer to the said Harris or his heirs, for all the deeds, conveyances, and assignments aforesaid, to be made by the said George Harris to him, the said Joseph C. Moyer, his heirs and assigns.

In testimony whereof, the said George Harris has hereunto set his hand and seal, the 9th day of October, in the year eighteen hundred and forty.

GEORGE HARRIS. [SEAL.]

Singed, sealed and delivered in presence of us.

G. W. LEMOYPEL,
JOS. J. SIMMONS.

STATE OF ARKANSAS,
County of Conway, ss.

Be it remembered that on this 17th day of October, A. D. 1840, personally appeared before me, Joseph J. Simmons, Clerk of the County of Conway in the State aforesaid, George Harris, who is to me personally well known as the person who executed the foregoing instrument of writing, and who after the same was read to him in his presence, acknowledged that he had voluntarily signed, executed and delivered said foregoing instrument of writing for the purposes and uses therein contained.

In testimony whereof I have hereto set my hand and affixed the seal of office at Lewisburg, the 17th day of October, A. D. 1840, and of the Independence of the United States the 65th year.

[SEAL.]

JOS. J. SIMMONS,
Clerk.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Lemuel R. Lincoln, Clerk of the Circuit Court and ex-officio Recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 9th day of November, A. D. 1840, and the same is now duly recorded in record book M, page 320, &c.

In testimony whereof I have hereunto set my hand and affixed the seal of my office, at Little Rock, the 16th day of November in the year of our Lord one thousand eight hundred and forty, and of the Independence of the United States the 65th.

[SEAL.] LEMUEL R. LINCOLN,
Clerk, and ex-officio Recorder.

STATE OF ARKANSAS,
Pulaski County, ss.

I, Gordon N. Peaz, Clerk of the Circuit Court and ex-officio Recorder for the County aforesaid, do hereby certify that the foregoing instrument of writing is a true and perfect transcript from the record of my office.

Given under my hand as Clerk and Recorder as aforesaid and the seal of said Court at office in Little Rock, this 11th day of December, A. D. 1844.

GORDON N. PEAZ,
Clerk.

Filed Sept. 1st, 1845.

Exhibit No. 4.

Certificate No. 3552.

THE UNITED STATES OF AMERICA,

To all to whom these presents shall come, greeting:

Whereas Roswell Beebe, assignee of Jackson Crain and Joel Crain, has deposited in the General Land-office of the United States a certificate of the Register of the Land-office at Little Rock, whereby it appears that full payment has been made by the said Jackson Crain and Joel Crain, according to the provisions of the act of Congress of the 24th of April, 1820, entitled "An act making further provisions for the sale of the public lands," for the lot or south fractional part (south of the Arkansas River, and west of the Quapaw line) of the northwest fractional quarter of fractional section two, and the north fractional part (north of the Arkansas River) of the northeast fractional quarter of fractional section three, both in township one north, of range twelve west, in the district of lands subject to sale at Little Rock, Arkansas, containing together one hundred and twenty-five acres, and sixty-five hundredths of an acre, according to the official plat of the survey of the said lands, returned to the General Land-office by the Surveyer-General, which said tract has been purchased by the said Jackson Crain and Joel Crain.

Now know ye that the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Roswell Beebe and to his heirs the said tract above described:

To have and to hold the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature thereunto belonging, unto the said Roswell Beebe, and to his heirs and assigns forever.

In testimony whereof I, Martin Van Buren, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land-office to be hereunto affixed.

Given under my hand, at the city of Washington, the twenty-fifth day of September, in the year of our Lord one thousand eight hundred and thirty-nine, and of the independence of the United States the sixty-fourth.

[SEAL.]

By the President, MARTIN VAN BUREN,
By M. VAN BUREN, JR.,
Sect.

H. M. GARLAND,
Recorder for the General Land-office.

Recorded, vol. 6, page 361, &c.

Filed Sept. 1st, 1845.

Exhibit No. 5.

Certificate No. 3550.

THE UNITED STATES OF AMERICA,

To all to whom these presents shall come, greeting:

Whereas Roswell Beebe, assignee of George Harris, has deposited in the General Land-office of the United States a certificate of the Register of the Land-office at Little Rock, whereby it appears that full payment has been made by the said George Harris, according to the provisions of the act of Congress of the 24th April, 1820, entitled "An act making further provisions for the sale of the public lands for the west fractional part (west of the Quapaw line) of the southwest fractional quarter of fractional section two (south of Arkansas River) in township one north, of range twelve west, in the district of lands subject to sale at Little Rock, Arkansas, containing sixty-five acres and eight-hundredths of an acre, according to the official plat of the survey of said lands returned to the General Land-office by the Surveyor-General, which said tract has been purchased by the said George Harris.

Now know ye that the United States of America, in consideration of the premises and in conformity with the several acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Roswell Beebe and to his heirs the said tract above described:

To have and to hold the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature thereunto belonging, unto the said Roswell Beebe, and to his heirs and assigns forever.

In testimony whereof, I, Martin Van Buren, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land-office hereunto affixed.

Given under my hand at the city of Washington, the twenty fifth day of September in the year of our Lord one thousand eight hundred and thirty-nine, and of the Independence of the United States the sixty-fourth.

[SEAL.] By the President, MARTIN VAN BUREN.

By M. VAN BUREN, JR.,

Sec.

H. M. GARLAND,

Recorder of the General Land-office.

Recorded, vol. 6, page 360, &c.
Filed Sept. 1st, 1845.

Exhibit No. 6.

Whereas the several squares, lots, streets, and alleys, all represented and designated upon a map of the city of Little Rock, made by Roswell Beebe on the 26th day of December, A. D. 1839, and now recorded in the office of the Recorder in and for the county of

Pulaski, State of Arkansas, in Record Book L, page 329, &c., are there represented as having been laid off upon the several hereinafter mentioned and described tracts of land and none other, and are all embraced and included either in whole or in part, or intended so to be, within the boundaries of the express limits as defined and contemplated by the regular legal sectional, quarter sectional, or other legal subdivisional lines of the United States public survey, and as first designated and represented upon the original township plat, under and in pursuance of then existing laws; being the lot or south fractional part (north of the Arkansas River and west of the Quapaw line) of the northwest fractional quarter of fractional section two, and the north fractional part (north of the Arkansas River), of the northeast fractional quarter of fractional section three, and the west fractional part (west of the Quapaw line) of the southwest fractional quarter of fractional two (south of the Arkansas River), in township one north, of range twelve west, in the district of lands now subject to sale at Little Rock, Arkansas, according to the official township plat of the said lands, returned to the General Land-office by the Surveyor-General; which several tracts of land as aforesaid described, were, pursuant to law, regularly patented by the United States on the twenty-fifth day of September, A. D. 1839, to Roswell Beebe, his heirs and assigns, as will fully appear by reference to the said patents, being Nos. 3350 and 3352, now duly recorded in the Recorder's office in and for the County of Pulaski and State aforesaid, in Record Book L, pages 312, 313, &c.

And whereas, by a certain instrument of writing duly executed by the said Beebe at the city of Little Rock on the sixth day of July, A. D. 1838, it was among other things therein mentioned and contemplated by the said Beebe that he would on the emanation of the said patents relinquish to the Mayor and Alderman of the said city and their successors in office, in trust for the public use and benefit of said city and the citizens thereof, all right and title, as hereinafter set forth and described.

Wherefore, it is hereby declared, reference being had to the said plan, that Markham, Cherry, Mulberry, Walnut, Elizabeth, Chestnut, Holly, Hazle, Caroline, East, Rock, Cumberland, Scott, Louisiana, Centre, Spring, Arch, Gaines, and State Streets, shall each respectively, as represented upon the said map, be and forever remain sixty feet wide, and no more, throughout their whole extent; East Main, West Main, and Orange Streets, shall each, as represented upon the said map, respectively be and forever remain eighty feet wide, and no more, throughout their whole extent; and Water Street shall be and forever remain forty feet wide, and no more, between the front or northern boundary line of Block No. Thirty-five and the southern boundary line of lot one hundred and forty-five and one hundred and eighty two; and the direct continuation of said Water Street westwardly shall be throughout its whole extent, and forever remain sixty feet wide, and no more. Conway and Ashley Streets shall be and

forever remain as represented upon the said map, throughout their whole extent sixty feet wide, and no more, and all the alleys represented upon the said map as running through the centre or middle of each square, shall each respectively be and forever remain twenty feet wide, and no more, through their whole extent.

Therefore be it known by these presents, that pursuant thereto, as well as in consideration of one dollar paid unto the said Roswell Beebe and Clarissa Elliott his wife, the receipt whereof they do hereby acknowledge at and before the ensealing and delivery of these presents, by the said Mayor and Alderman of the said city of Little Rock, the said Beebe and wife do hereby remise, release, quit-claim and set over, unto the Mayor and Alderman aforesaid, and to their lawful successors in office, in trust for the sole and only uses and purposes as herein mentioned and expressed, subject, however, to such stipulations, conditions, restrictions and limitations as are here provided for, all and every of our and each of our right, title, interest, claim and demand which we or either of us may, might, or shall have acquired by virtue of the issuance of the patents as aforesaid in and to the several parcels of land embraced by and included within the limits of the said several streets and alleys, or any part thereof as aforesaid, as well as all and every the rights, privileges, benefits and advantages of every kind, appertaining or incidental thereto, and relating to the said streets and alleys or any part thereof, which may be comprised within or be appurtenant to any of the lands covered by or included within the limits of the said streets and alleys hereby relinquished for public purposes, to be held by them for the free use, benefit, and advantage of the city of Little Rock, the citizens thereof and the public generally, so long and no longer than the same shall remain free and unobstructed public highways as hereby contemplated, and as the same shall not be used or appropriated for any other or further use or purpose whatsoever. The same to be subject, nevertheless, at all times to such needful ordinances, rules and regulations, as may from time to time be deemed necessary and proper to be made by the said Mayor and Alderman and their lawful successors in office for the graduation, use, public advantage, good government, well-being and police of the same.

It is also a further condition of this instrument, that no part of the city revenue that may be hereafter raised by the means as aforesaid, shall ever be used or appropriated for the improvement, use, benefit or advantage of the new addition to the said city, east of the Quapaw line, laid out into town lots by Governor Pope, or any part thereof, or that may hereafter be and exist by reason of any other or further addition to the said city, except by the consent of at least a majority of the property-holders in said city west of the said Quapaw's line, to be represented in proportion to the value of the property they may respectively own.

It being and is hereby declared to be the true intent and meaning

of these presents, that under and by virtue of the same, no special privilege or advantage shall be conferred on or vested in any proprietor or proprietors of any lot or lots in said city, or attach, or be appurtenant to any such lot or lots, but such benefit, privileges, and advantages shall be general, common, and for the use, benefit, and advantage of all and every person owning property within the said city, west of said Quapaw line. It being, however, expressly further understood, that as the title to the soil covered and embraced by any of alleys represented on the plan as running through the said squares, belongs to and is a common appurtenant to the titles to the lots in said squares; the foregoing release and quit-claim, and the right and title under and by virtue of the same, shall not at any time or by any authority be so construed as to prevent, obstruct, or hinder the owner or owners of all the lots in any one or more of the squares in said city from closing up forever, whenever they shall desire it, any such alley before referred to as may by the said plan represented as running through the squares so owned by him, her or them, but on the contrary, it is hereby declared that it is intended to be provided, and is hereby an essential part or claim of this release or quit-claim, that whenever the owner or owners of all the lots in any one or more of the said squares shall wish and desire for his, her, or their use, benefit, or advantage, to close up and otherwise appropriate any such alley wholly and not in part, it shall and may be lawful and proper at any time hereafter for the owner or owners of all the lots in any one or more squares in the said city by executing in the manner required by law for the making and acknowledging of deeds or conveyances of real estate, an instrument of writing, declaration or agreement, clearly setting forth that such person or persons being the rightful owner or owners of all the lots in such particular described square, has or have determined to close and vacate the whole of the public alley therein, and appropriate and attach the land covered thereby to the lots in said square in such manner as to such person or persons may seem proper, and placing the said, instrument, declaration or agreement upon record in the office of the Recorder of Deeds in and for the county of Pulaski, to close and vacate said alley forever, and upon the recording of any such agreement, declaration, or instrument of writing, then, and from that time the alley therein referred to and described shall be forever held and considered as vacated, and no longer a free public passage or thoroughfare, but shall be held and considered as the full and indisputable private property of the person or persons so owning the lots in said square, according to the right and title such person or persons may have in and to the said lots by virtue of any relinquishment that has or may hereafter be derived from the said Beebe and wife, in pursuance of the said Beebe's covenant hereinbefore referred to, or in conformity to the interests to be held by them, as particularly specified or described in said instrument, declaration or agreement.

It is more fully understood, and shall form and forever be an essential part and condition of this instrument, that each and all the squares, lots, tracts, parcels, or pieces of land, with all the rights and privileges thereunto belonging, or in any manner appertaining, and included within the several integral tracts of land as first aforesaid, which are not specifically included, or intended so to be, within and as forming a part of the lands as hereinbefore relinquished for public streets and alleys, are hereby declared to be fully, absolutely, and distinctly (and distinctly) reserved to and in the name of said Beebe, and not in any wise included in or affected by the release hereby made.

Nothing herein as expressed, or that can be taken by implication, shall by any authority be in any wise considered as binding upon the said Beebe for any deficiency in the measurement of the said streets and alleys, or any of them, that might by possibility be hereafter ascertained to exist, from any cause whatever, for any real or supposed defect in this relinquishment.

But the same shall, when taken and recorded in the office of the Recorder in and for the county and State aforesaid, be considered by all the parties either as expressed or implied herein as acquitting and forever discharging the said Beebe from any other or further obligation to make any other relinquishment or writing of any name or nature to the said Mayor and Alderman, or to their successors in office, under and by virtue of his covenant, as first aforesaid, or by any other means, in relation to any of the said streets, alleys, or privileges thereunto appertaining, and as the said Beebe does not possess any correct data, which would authorize him to lay down upon said plan the south boundary line of the said part of the northeast fractional quarter of fractional section three, and the west part of the southwest fractional quarter of fractional section two (north of the Arkansas River and west of the Quapaw line, being the western boundary line of said last mentioned tract, he therefore reserves to himself the indisputable right and power to properly lay down and define said lines upon said plan whenever they are clearly ascertained by a competent surveyor, so far as may seem right, and for the better information of all concerned, and to be done in the presence of the County Clerk, and to be by him duly certified as to its correctness. The Quapaw boundary line, as laid down, is believed to be nearly correct, and so far as it may be ascertained to be otherwise, is by said Beebe left to the proper authorities to determine and settle among the parties interested therein.

In witness whereof the said Beebe and wife have hereunto set their hands and seals the day and year first aforesaid.

ROSWELL BEEBE. [SEAL.]
C. E. BEEBE. [SEAL.]

STATE OF ARKANSAS,
County of Pulaski, ss.

Be it remembered, that on this twenty-sixth day of December, in the year of our Lord one thousand eight hundred and thirty-nine, voluntarily appeared in person before me, Jesse Brown, a Justice of the Peace in and for the county and State aforesaid, the hereinbe-before named Roswell Beebe and Clarissa Elliott his wife, to me personally known, and severally acknowledged the foregoing instrument of writing as for their act and deed, and that they had executed the same for the consideration and purposes therein mentioned and set forth, and that the streets, alleys, and premises therein mentioned are relinquished and quit-claimed to the Mayor and Alderman of the city of Little Rock, and to their successors in office, as therein mentioned. She, the said Clarissa Elliott, being by me first made acquainted with the contents thereof, and by me privately examined apart from and in the absence of her husband, whether she executed the same of her own free will, by voluntarily appearing before me, without compulsion or undue influence of her husband, acknowledged and declared that she executed the same voluntarily and of her own free will, and that she had signed and sealed the relinquishment of dower for the purposes therein contained and set forth, without compulsion or undue —— of her husband.

In testimony whereof I have hereunto set my hand as Justice of the Peace, the day and year last aforesaid.

J. BROWN,
J. P.

The undersigned having examined the foregoing instrument of writing, hereby and accepts the same so far as his interest and ownership of property in the said city of Little Rock may be in any manner affected thereby, and binds himself, his heirs, executors and administrators to a faithful observance thereof.

CHESTER ASHLEY.

LITTLE ROCK, ARKANSAS, 26*th December*, 1839.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Lemuel R. Lincoln, Clerk of the Circuit Court, and ex-officio Recorder for the county aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 26th day of December, A. D. 1839, and same is now duly recorded in record book L, page 332, &c.

In testimony whereof, I have hereunto set my hand and affixed the

seal of my office, at Little Rock, the 4th day of January, in the year of our Lord one thousand eight hundred and forty, and of the Independence of the United States the 64th.

[SEAL.]

LEMUEL R. LINCOLN,
Cl'k and ex-off. Rec.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Gordon N. Peaz, Clerk of the Pulaski Circuit Court, and ex-officio Recorder in and for the county aforesaid, do hereby certify that the foregoing five half-sheets contain a full and correct copy of the record, as the same remains in my office.

In testimony whereof I, Gordon N. Peaz, Clerk as aforesaid, have hereunto set my hand and affixed the seal of said Court, on this the 16th day of June, A. D. 1845.

[SEAL.]

GORDON N. PEAZ,
Clerk.

Filed Sept. 1st, 1845.

Exhibit Marked No. 7.

This deed of conveyance, made and entered into at the city of Little Rock, in the county of Pulaski and State of Arkansas, on this twenty-third day of February, in the year of our Lord one thousand eight hundred and forty-three, by and from Chester Ashley and Mary W. W., his wife, and Roswell Beebe and Clarissa E. his wife, all of the city, county, and State aforesaid, parties of the first part, unto and with the mayor and alderman of the city of Little Rock (in their corporate capacities), their successors and the survivors of them in office, as trustees for the uses and purposes hereinafter mentioned, parties of the second part hereto, witnesseth, that the said parties of the first part, for divers good causes and considerations them thereunto moving and hereinafter set forth, as well as for the further consideration of the sum of one dollar by the said parties of the second part at and before the ensealing and delivery of these presents unto them in hand paid, the receipt whereof they do hereby acknowledge, have sold, remised, released, and forever quit-claimed, and do hereby sell, remise, release, and forever quit-claim unto them the said parties of the second part, upon the special trust and confidence as hereinafter mentioned, all their, and each of their right, title, interest, claim, and demand of, in, and to the following hereinafter mentioned and described blocks or parcels of land laying and being situate contiguous to and adjoining the said city of Little Rock, subject nevertheless to each and every of the conditions, restrictions, and limitations hereinafter contained and specified, to wit, blocks numbered one hundred and seventy-three (173), two hundred and nine (209), and two hundred and ten (210), and two hundred and eleven (211), including so much and all of the streets running through said four blocks at right angles, east and west and north and south, making a

square piece of land of six hundred and sixty feet (660) on each of the four sides, supposed to contain about ten acres, be the same in actual measurement more or less, and as the same will more at large appear by a diagram hereunto annexed, to be known, designated, and bounded as the same is represented and described to be in and upon a certain plan of said city situate west of the Quapaw line, and the lands owned by said parties of the first part contiguous to and adjoining said mentioned portion of said city, made and executed for them in the year 1840 by Allen Martin, in conformity with the surveys made by him in that and the previous year, excepting the streets which are hereinbefore conveyed and forever closed up, as will appear by the diagram aforesaid, and the same is herein and hereby conveyed to the said parties of the second part as aforesaid, in trust for the special use and purpose of a public burying ground for the interment of deceased persons, under such rules, regulations, and ordinances as may be prescribed by said parties of the second part, and the same shall always be kept decently inclosed by said city authorities, and shall not be by them sold, disposed of, used, or appropriated for any other use or purpose whatsoever than as herein provided for, to wit, that so much and such parts of said burying ground not exceeding in all the one-half part thereof, and to the extent that the said parties of the second part may within the prescribed limits of said one-half part deem right and proper for the accommodation of the inhabitants of said city, shall be held by them the said parties of the second part, upon the further trust and special confidence that the same shall be by them laid off into small lots or subdivisions of convenient and suitable size, sold and disposed of to such persons as may be desirous to purchase the same for the purpose of making private interments therein, and for no other purpose whatever, and the same shall be conveyed and set apart to all such purchasers in such form and manner as may to them seem most fair and regular, and as the said parties of the second part may in their discretion by their ordinances direct, and the same nor any part of said land so conveyed and set apart for such private purposes shall not vest in said purchasers the fee simple title to the soil, but the same shall always be held by them in trust for such purchaser, their heirs and legal representatives forever, and the same shall never be subject in any respect or under any circumstances to the debts of any such purchaser or their heirs and legal representatives, or sold under any execution against them, or either of them, issued or to be issued upon or in consequence of any judgment or decree of any Court against any such purchasers, their heirs and legal representatives, under any circumstances whatsoever, and the same shall not be assignable or transferable to any other person, but the same shall descend to the heirs and legal representatives of any and all such purchasers.

It is also further agreed by the respective parties hereto, that not less than the one-half part of said burying ground shall be always exclusively set apart and appropriated in a proper manner for a pub-

lic burying place for the ordinary interments of said city, and that said burying ground, all the interments therein made, as well as the building of tombs and the erection of all private fences upon any of the said lots so disposed of, and within the main inclosure of said ground, and everything necessary and appertaining to said premises, shall at all times be under the immediate supervision of said city authorities, and subject to all such needful rules, regulations, and ordinances as the said parties of the second part may make and direct for the wholesome police, good order, and future preservation of said premises. It is also further understood and fully agreed to by the respective parties hereto, that the foregoing conveyance is made upon the further condition that the said parties of the second part shall and will from and after the first day of May next ensuing, discontinue making any further interments within the inclosure of the premises now and heretofore used and occupied as a pubic burying ground, composed in part of blocks numbered one hundred and seventy-nine (179), and one hundred and thrty-three (133), and portions of certain streets, and also that they will not permit any interments to be thereafter made within the said inclosed premises under any circumstances whatsoever.

In consideration whereof, and the additional consideration of the release and relinquishment hereinafter made by said parties of the second part of all their right and claim to a certain block of ground numbered one hundred and twenty-four within said city, upon which the present powder magazine is situate, as well as for the further consideration of the sum of one dollar by the said parties of the second part at and before the ensealing and delivery of these presents unto them in hand paid, the receipt whereof they do hereby acknowledge, have sold, remised, released, and forever quit-claimed, and do hereby sell, remise, release, and for ever quit-claim unto the said parties of the second part upon this further special trust and confidence as hereinafter mentioned, all their, and each of their, right, title, interest, claim, and demand of, in, and to the hereinafter mentioned and described block and fractional block of ground, subject also to the conditions and restrictions hereinafter made, to wit, the whole of block numbered one hundred and seventy-nine (179), to the extent that the same is represented to be in and upon a plan of a part of said city heretofore accepted and recorded by said city authorities in Record book 8, folio 489, &c., in the Clerk's office of said county and State, for the special purpose of being appropriated and used by said parties of the second part, for the erection thereon of a City Hospital, Work-house, or any other public buildings as may to them seem most conducive to the public good, and the same shall not be sold or disposed of, nor shall the title vest in said city except upon the conditions aforesaid; also fractional block numbered one hundred and fifty-four (154), bounded on the east by the tract of land owned by the United States and known as the Arsenal grounds, and on the west by East street, measuring 300 feet on the west, 133 feet on the

south, and ninety-three feet on the north, be the same in actual measurement more or less, to be known as the same is represented to be in and upon said plan made by Allen Martin, and heretofore referred to, for the purpose of erecting thereon the powder magazine of said city, which is hereafter to be removed from block No. 124, which the said parties of the second part have hereafter agreed and bound themselves to remove therefrom:

Together with all and singular the privileges and appurtenances thereto belonging, and not herein limited and restricted: To have and to hold the above conveyed premises, and every part and parcel thereof, unto them the said parties of the second part, upon the several conditions, and for the special uses and purposes herein set forth and specified, and none other whatsoever; as also, that nothing herein contained shall ever prevent any or all of said lots and blocks situate within said city from being in like manner, with all the other blocks and lots in said city, subject to the several provisions, as contained and accepted by, and in the relinquishment heretofore made by said Beebe and wife, and said parties of the first part, on the 26th day of December, A. D. 1839, and 2d March, A. D. 1840, in full satisfaction of all the several streets and alleys as the same are therein described, bounded, and limited, as the same are also represented and restricted by express words upon the two plans of said city, west of the Quapaw line heretofore made, and recorded in said Record book L, folio 329, &c., and 489, &c. And the said parties of the first part, and their heirs, shall and will warrant and defend the same unto the said parties of the second part forever as aforesaid, against the lawful claims of all persons whatsoever claiming, or to claim by, through, or under them, or any of them.

And the said Mary W. W., wife to the said Chester, and the said Clarissa E., wife to the said Roswell, for, and on their part and behalf, doth hereby freely and fully relinquish and release unto the said parties of the second part, all their, and each of their right and claim to dower in and to the aforesaid conveyed premises.

In witness whereof, the said parties of the first part have hereunto severally set their hands and affixed their seals, at the city of Little Rock, on the day and year first hereinbefore written.

CHESTER ASHLEY, [SEAL.]
MARY W. W. ASHLEY, [SEAL.]
ROSWELL BEEBE, [SEAL.]
CLARISSA E. BEEBE. [SEAL.]

Signed, sealed, and delivered in presence of us, and at the request of the grantees therein named, and on the day first aforesaid.

ABM. RAPLEY,
J. D. FITZGERALD,
Witnesses as to C. Ashley and Wife.

CAROLINE A. ELLIOTT,
JAS. D. FITZGERALD,
Witnesses as to R. Beebe and Wife.

STATE OF ARKANSAS,
County of Pulaski, Township of Big Rock, to wit:

Be it remembered that, on this twenty-third day of February, A. D. 1843, before me, J. D. Fitzgerald, a Justice of the Peace, duly authorized by law to take the acknowledgments of deeds and mortgages within and for the township of Big Rock, in the county of Pulaski and State of Arkansas, appeared, in person, Chester Ashley and Roswell Beebe, to me personally known as the persons whose names appear upon the within and foregoing deed of conveyance as two of the parties grantors, and stated that they had executed the same for the considerations and purposes therein mentioned and set forth. And I do further certify that, on this day also voluntarily appeared before me Mary W. W., wife to the said Chester, and Clarissa E., wife to the said Roswell, to me well known to be the persons whose names appear upon the within and foregoing deed, and in the absence of their said husbands declared that they had signed and sealed the relinquishment of dower therein expressed, for the consideration and purposes therein contained and set forth, without compulsion or undue influence of their husbands.

In testimony whereof, I have hereunto set my hand as such Justice, and affixed my seal hereunto, at the city of Little Rock, in the county of Pulaski and State of Arkansas, on the day and year aforesaid.

JAS. D. FITZGERALD, *J. P.* [SEAL.]

[For Plan, see original copy, page 519.]

In consideration whereof, the said parties to the foregoing deed of conveyance of the second part, of even date herewith, herein and hereby remise, release, and forever quit-claim unto the said Chester Ashley and Roswell Beebe, two of the grantors in said deed of conveyance, all their right, title, interest and claim in and to the block of ground numbered one hundred and twenty-four (124), and herein before referred to, being the same upon which is now situate the present powder magazine, owned and occupied by said city, that may have been acquired by them, or by said city by reason or in consequence of any contact or agreement heretofore made with Chester Ashley, one of the parties grantor to the foregoing deed for the purchase of said block of ground, No. 124, for the purpose of erecting thereon a hospital; which said block of ground shall be known, as the same is represented and designated to be in and upon a certain plan of a part of said city, executed on the 26th day of December, A. D. 1839, heretofore accepted by said city authorities, and also recorded in said Record Book L, folio 329, &c., and bounded by the several streets and alleys as the same are set apart, described and limited to be, by an instrument of writing made and executed by said Beebe and wife, on the day and year last aforesaid, therein relinquishing to said city all their right and claim to the several streets and alleys

to the extent that the same are therein mentioned and prescribed and accepted by said city authorities, in full satisfaction thereof, and by them recorded in said Record Book L, folio 332, &c. The said parties of the second part also further agree, on their part, that they will and shall remove, or cause to be removed from said last mentioned block of ground, the powder magazine now situate thereon, within the next first succeeding five years; and that they will not erect, or permit to be erected, the same or any other building to be used or appropriated as a powder magazine, or for the deposit of powder therein, within the present incorporated limits of said city, reserving to themselves at all times full right and authority to remove said building from said last mentioned block, and all the materials of which it is composed, whenever they may wish to do so within the period aforesaid. Nothing herein contained shall ever be so understood as to prevent or in anywise obstruct the free ingress and egress to and from said powder magazine for all reasonable and lawful purposes by said city authorities, or any of their officers or agents.

Now therefore I, Thomas S. Reynolds, Mayor of the city of Little Rock, in pursuance of the authority in me conferred by virtue of an ordinance of the city adopted on the twenty-seventh day of February, A. D. 1843, do hereby and by these presents accept, ratify, and confirm the foregoing deed of conveyance and the several conditions appurtenant therein and thereto, and acknowledge the foregoing relinquishment made by the parties of the second part to be their public act and deed.

In testimony whereof I have hereunto set my hand, in my official capacity as Mayor of said city, and affixed my seal of office hereunto, on this twenty-eighth day of February, A. D. 1843.

THOS. S. REYNOLDS, [SEAL.]
Mayor.

Signed, sealed, and delivered in presence of us, on this 28th day of February, A. D. 1843.

Attest: ISAAC G. HOWARD,
NATHAN KEITH.

STATE OF ARKANSAS,
County of Pulaski, Big Rock Township, to wit:

On this 28th day of February, A. D. 1843, before me, J. D. Fitzgerald, a Justice of the Peace within the Township, County, and State aforesaid, appeared in person Thomas S. Reynolds, Mayor of the city of Little Rock, to me personally known as such, and as the person whose name appears upon the within and foregoing instrument of writing, and stated that he had executed the same in his official capacity for the consideration and purposes therein mentioned and set forth, and I do so certify.

In testimony whereof I have hereunto set my hand, as such Justice, and affixed my seal hereto, at the city of Little Rock, on the day and year last aforesaid.

JAS. D. FITZGERALD. [SEAL.]

STATE OF ARKANSAS,
City of Little Rock, sct.

I, Lambert Reardon, Mayor of the city of Little Rock aforesaid, do hereby certify that the foregoing six half sheets and this half sheet contains a full, true, correct, and perfect transcript of the original deed executed by Chester Ashley and wife, and Roswell Beebe and wife, to the Mayor and Alderman of the city of Little Rock, as the same remains on file in my office.

In witness whereof I have hereto set my hand, and caused the seal of said city to be hereunto affixed, at the city of Little Rock, the 26th day of August, A. D, 1845.

[SEAL.] L. REARDON,
Mayor.

Filed Sept. 1st, 1845.

Exhibit X 1.

Whereas the pre-emption right at Little Rock as the same was established and paid for contained and contains $191\frac{33}{100}$ acres, the United States price for which was $239 16¼, the whole of which $239 16¼, I, the undersigned Chester Ashley, paid to William Russell to pay over to the receiver of public money, at Batesville for said pre-emption right and land, one half only of which sum of money properly belonged to me to pay on my own account, and the other half of said sum of money ought to have been advanced and paid by the other owners of said pre-emption.

And whereas William Russell has this day paid and returned to me one hundred dollars of the above sum of money advanced by me as above, as payment of his, the said Russell's share, and of the shares of Robert C. Oden, Joseph Hardin, William Trimble, Henry K. Conway, and Thomas P. Eskridge. They are each hereby released by me from the payment of their shares of the above sum of money to me, and I hereby engage to look to Robert Crittenden, and hold him only responsible to me for the payment of the remaining nineteen dollars and fifty-eight cents, which would make one full half part of the above sum advanced by me, and I hereby authorize said Russell to receive and apply to his own use all the portions which the above named Oden, Hardin, Trimble, Conway, and Eskridge, their heirs or assigns, ought to have advanced and paid upon and for their shares of the pre-emption right and lands above mentioned.

Witness my hand at Little Rock, April 9th, 1825.

CHESTER ASHLEY. [SEAL.]

This is paper *X* 1, referred to in interrogatory 32.

X 1.

This is the paper shown to the witness, William E. Woodruff, and testified to in interrogatory number 32.

Test, L. E. BACHE,
Com'r.

Filed Nov. 6th, 1848.

At the request of the undersigned, Chester Ashley, William Russell has conveyed to John Pope, Governor of the Territory of Arkansas, for the use of said Territory of Arkansas (future State) for the consideration of four hundred and fifty dollars, the whole of lots numbered six and nine, and west half of lot number five in block (or square) number eighty, in the town of Little Rock in said Territory. Therefore the said Russell is hereby released from conveying the same to said Ashley, or by his covenants dated November, 1831, and also released from paying to said Ashley any part of the above consideration for which said lots were conveyed. The said Russell hereby acknowledging that he has received from said Ashley the sum of one hundred and eighty dollars in full of the principal and interest, and the real consideration received from said Ashley for the said two lots and half lot.

Witness the hands and seals of said Ashley and Russell the 6th day of March, A. D. 1833.

CHESTER ASHLEY. [SEAL.]
WM. RUSSELL.

This is paper *X* 2, referred to in interrogatory No. 45.

X 2.

Filed Nov. 6, 1848.

Exhibit E, E.

UNITED STATES OF AMERICA,
Territory of Arkansas, County of Pulaski, Cadron Township, ss.

John Hynam, of lawful age, being duly sworn, deposeth and saith, that before Col. Hogan came to the county and Jacob Pyatt was living where he now lives, Wm. Lewis moved on to the place called the Hoover place, on the north side of the Arkansas River and about a mile above said Jacob Pyatt's, when the corn was about half leg high, when this deponent first saw said Lewis there, and this deponent understood that said Lewis undertook to make a crop there, and that said Lewis staid about two weeks, and then moved down to the springs near the Little Rock and built a camp or house in French fashion, as the French built generally along up the river in them times. And this deponent further saith that the said Lewis told this deponent that he went there to drink the water to see if it would do

him any good, and said Lewis and family staid there two or three months, and then moved over the river to William Mabbitt's and encamped near said Mabbitt's, and near or between them, this deponent and the said Mabbitt then staid, and that they all staid about twenty yards from each other and near the Big Rock, and that the said Lewis, after he had left said Little Rock altogether as aforesaid and had come at or near said Mabbitt's about a week, the said Lewis engaged to go with said Mabbitt as camp keeper to hunt buffalo, and went out on Cadron Creek and staid four or five days and then returned home again, and about two days after the said Mabbitt and said Lewis, and his wife and children, and a negro man, started up the river in a boat for Fouche Lafare to salt buffalo, and this deponent and Joseph Duchasin started with the horses and went up and encamped on Fouche Lafare, and said Mabbitt and said Lewis, and his wife and family came up, and they staid about three weeks and returned back home to said Big Rock, and said Lewis and his wife and family then staid altogether in the same house, and staid all that winter at said Big Rock, and in the next spring the said Mabitt employed the said Lewis, and the said Lewis undertook to clear ground, make fence, and make a crop for said Mabbitt on the north side of the Arkansas River and on the same place where Samuel R. Currin run lines, and said Lewis did clear the ground, make the fence, plant and raise the crop, and staid till the roasting ears were fit to eat and watermelons were ripe, and then the said Mabbitt and Lewis fell out about their women, and Lewis went off up and down the river and hence about, and said Lewis tried to get his wife to go away with him, but she would not, and said Lewis went down toward the Port of Arkansas, and said Lewis's wife remained in the house with said Mabbitt, but not long, when said Mabbitt had a camp built for said Lewis's wife and children at the lower side of said Mabbitt's field, and said Lewis's wife went into said camp and remained there.

And that in the next spring said Lewis came up the river with Col. Hogan, a Mr. White, who came at the same time, and soon after said Lewis came back said Lewis and his wife made up their difference, and said Lewis and his wife and children went off down the river.

And this deponent further saith that said Lewis had been near said springs on Little Rock Bluff about a month and a half when this deponent saw pumpkins which had come up about and were now beginning to run, and when this deponent next saw them they had begun to blossom, which was before frost, and this deponent don't recollect that there was any other vines there, and there was no fence, or cleared field, or improved ground, except what was cleared away about the door of said camp, and around it when the brush and truck was cleared up; and that there was no corn growing there nor any garden which this deponent knows of, and this deponent was often there backwards and forwards. And there was no cleared ground or field on the south side of said Arkansas River within two

miles above or more, or one mile below said spring branch at that time, and this deponent further saith that while the said Lewis was encamped on said Little Rock Bluff by said spring branch said Lewis got his living for himself and family—some from Mabbitt, some from Imbeau, and some from this deponent, who used to give him pumpkins, corn, beans, and meat, and the said Lewis went up Fouche Lafare salting buffalo as aforesaid; it was in the month of October, and saw the said pumpkins the first time about a month and a half before said Lewis left said camp as aforesaid. And the Indians some time after said Lewis went to said spring branch as aforesaid, went to Francis Imbeau and complained about the said Lewis being there, and the said Imbeau told Lewis what the Indians had said, and Lewis replied that he came there for the water because his family and himself were sick. And the said Lewis knew that the land belonged to the Indians; everybody knew that fact from common report, on account of which nobody settled along on the south side of said Arkansas River, till above the Cadron; and below on the south side of said river, except the Indians and half breeds, who were considered by the Indians as their people.

Question by Benjamin Murphy. Did said William Lewis live on the south side, near said spring branch, in 1812 or 1813?

Answer. He lived there two or three months, the first time and only time this respondent knows of.

By same. Did said Lewis build a house or camp there in the same manner as was customary for families to build on the river at that time?

Answer. He did; in the same manner as people did who were camping about.

Question by same. Did other families build just such camps, where they lived several years, and cultivated the earth?

Answer. They did, only some larger and some smaller.

Question by the same. Was you there while said Lewis was at said spring branches encamped as aforesaid, and did you then see pumpkin vines growing there?

Answer. I was; and saw pumpkin vines growing there, and they were up and fit for running before said Lewis left there.

Question by the same. Was the ground grubbed up where you saw said pumpkin-vines?

Answer. The ground was grubbed up before the door of said camp, and some of the pumpkin-vines run up the forks of the camp, but that was after said Lewis had gone away.

Question by the same. When you were there was not the ground cleared about twenty or thirty yards around the camp?

Answer. The brush and stuff was cleared up and pricked up about that distance.

Question by the same. Did you believe the pumpkins which you saw there had been planted?

Answer. I don't know; the ground was clear about the door where I saw them, and I did not see any anywhere else.

Question by the same. Should you suppose the pumpkins would grow in that way unless they had been planted?

Answer. I should not think they would grow in that way from the seed of the same year, but this deponent did not know what kind of pumpkins they were, and there was no stock running in these woods to interrupt anything that was growing, and therefore there was no need of fence; and said Lewis was a very poor man, and pretended to be a preacher, and got his living by hiring about and cultivating the earth, and by what people gave him; and while said Lewis was encamped on said Little Rock Bluff as aforesaid, said Lewis was very sick, and his family was very sick, and appeared unable to make much of a crop. And said Lewis staid on said Little Rock Bluff till the Indians appeared to be dissatisfied with his staying there, and said Lewis came away. And the next year said Lewis cleared, fenced, and planted about five acres of corn on the place where Lemuel R. Currin now lives, on the south side of the Arkansas River, and said Lewis and family lived on said place so cleared during the time; and said Lewis cleared, planted, and raised said corn on said five acres with his hoe. And this deponent further saith, that when the said Lewis was going down the river, he told this deponent that he was going down to the springs on account of the water, that this family was sick, and that he was sick himself.

Question by said Murphy. Did said Lewis say that he was going down there to live?

Answer. He said he was (going?) down there to stay or to live on account of the water, have it as you please; he did not intend to go there and die.

And further this deponent saith, that about a month and a half after said Lewis went there, that the Indians were dissatisfied, and that said Imbeau, as interpreter, had told said Lewis, and this deponent saw said Lewis, and the said Lewis told this deponent about it, and no great while after said Lewis went away, and never went back there after, as this deponent knows of. And further this deponent saith not.

his
JOHN + HYNAM.
mark.

Taken by agreement between us,
BENJ. MURPHY,
AMOS WHEELER.

Pulaski County, to wit:

The foregoing deposition of John Hynam was subscribed and sworn to before me, Alexander H. Rennick, a Justice of the Peace

in and for Cadron Township, in the County of Pulaski, Territory of Arkansas, this 19th day of September, 1820, containing five pages.

A. H. RENNICK, *J. P.*

THE UNITED STATES OF AMERICA,
Territory of Arkansas.

I, Alexander H. Rennick, Clerk of the Circuit Court, and *ex-officio* Recorder in and for the county of Pulaski, that Alexander H. Rennick, who hath signed his name to the within certificate, was at the time, and still is, a Justice of the Peace in and for Cadron Township, county and territory aforesaid, duly commissioned and qualified, and to all his official acts as such due faith and credit ought to be given.

In witness whereof I have hereunto set my hand and affixed my private seal, there being no public seal yet provided, this 19th day of September, 1820, and of the Independence the 45th.

[SEAL.] A. H. RENNICK,
Clerk, and ex-of. Recorder.

Filed Sept. 1, 1845.

Exhibit C, C.

UNITED STATES OF AMERICA,
Territory of Arkansas, County of Pulaski, Big Rock Township, ss.

Joseph Du Chasin, of the age of forty-two years, being duly sworn, deposeth and saith, that in the summer of the year 1812, this deponent was living with Francis Imbeau, who then lived on the place where Wright Daniels now lives, which is situate about three or four miles below the Little Rock; that as well as he recollects, about the last of July or first part of August in said year 1812, one William Lewis, with his family, moved down the Arkansas River (as this deponent understood) from a place near Jacob *Jacob* Pyatt's, and said Lewis and family landed on the Little Rock Bluff, on the south side of said Arkansas River, and a short half mile above said Little Rock, and said Lewis and family stopped near a spring branch.

And this deponent further saith, that he was at the place where said Lewis had stopped a few days after said Lewis had landed there, and before said Lewis had built any camp, and that said Lewis then only had for a shelter a blanket or quilt, spread up as a tent to keep off the dew or rain.

That said Lewis's wife and children were then sick, and that said Lewis told this deponent that he, said Lewis, was also himself sick. That said Lewis then told this deponent that the river water was bad for his family, and that he had come down to that place for the

spring water. That he had been used to drink spring water, and that he thought the river water was what made his family sick. And this deponent further saith, that in the month of November following, said William Lewis, with his wife and family, started with William Mabbitt and a negro man to go up the Fouche Lafare, salting buffalo. That this deponent, with John Hynam, took the horses and started up by land, and encamped on Fouche Lafare, and said Mabbitt and said Lewis and family came up to them in a few days after in a boat, and they remained out hunting buffalo about a month and a half, and returned in the month of December; and as they came down said Lewis and family stopped at said Mabbitt's on the north side of said Arkansas River. And this deponent further saith, that he himself proceeded down the river to said Imbeau's, and thence soon after moved with his own family about four miles below, to the place or near to it, where Peter Lafare now lives.

And this deponent further saith, that he was, towards the latter end of the summer, or beginning of fall of the year 1813, at the place where he had seen said Lewis encamped the year before near said spring branch on said Little Rock Bluff; that he went there to get a drink of water; that he saw a place which he supposed the said William Lewis had cleared out as a spring, and that he drank water from it; and that he then went up (near by) to where he had seen said Lewis encamped as aforesaid in the year 1812; that he there saw the forks of a camp, which this deponent was told said Lewis had built, around which the brush and grass were growing. That the forks of a camp were remaining there, and that the top or roof had been taken off, if any had ever been thereon; that said camp was deserted and abandoned, and vacant, and no person living thereon or near there, and that the bushes, grass, and weeds had grown up about said camp; that there was some trees cut and the stumps left; saw three or four, or about that number, which was the only clearing near or about said camp, except perhaps a few small bushes where said camp had been built, and near it; and that the trees and large bushes were standing and growing about said camp, so as to leave no place or intervening spot for a field, or even for a garden.

And that the earth and trees and bushes remained in that state of nature, which showed that it had been unbroken and uncultivated for at least many years. That the ground was clear of any fence or rails, or cleared or improved land, anywhere near said camp, or on said bluff; and this deponent is certain that if there had been any fence or cleared land anywhere near said camp, that he must have seen it; and this deponent further saith that he went from said place across the Arkansas River to said William Mabbitt's, and that just below said Mabbitt's field, this deponent saw the said Lewis's wife encamped and living.

And this deponent further saith that at the time he was first at the place, and saw said Lewis encamped on said Little Rock Bluff, in the

year 1812, as aforesaid, the Quapaw Indians were coming down said Arkansas River the day before, having seen a man and family there, of which they complained to this deponent, and objected to his staying there. This deponent told the said William Lewis what the Indians had said, and that he must not stay there; and this deponent inquired of said Lewis if he came there to stay, to which the said Lewis replied that he did not come there to settle, that he only came there to drink the water, that he knew the land was poor, and that he did not come there to live.

And this deponent further saith that the said Quapaws owned the said lands on said Little Rock bluff at that time, and had owned it and held it ever since the first remembrance of this deponent, and continued so to own and possess it till about the year 1817, when they sold it to the government.

And this respondent further saith that on the 15th day of September, 1820, he went and reviewed the lines and marks of the surveys as made by the public surveyors, and that the said camp made by said Lewis, in the year 1812, as aforesaid, is on the northeast fractional quarter of section 3, in township one north, in range 12 west of the fifth principal meridian, lying south of the Arkansas River.

And further this deponent saith not.

JOSEPH DUCHASIN.

Sworn and subscribed to before me, Matthew Cunningham, a Justice of the Peace within and for Big Rock Township, in the County of Pulaski aforesaid, this 15th day of September, 1820.

Given under my hand and seal,

M. CUNNINGHAM, *J. P.* [SEAL.]

Filed September 1, 1845.

Exhibit M.

This deed, division, and partition of land, and all the blocks and lots of land hereinafter mentioned, made and entered into by and between William Russell, of the County of Saint Louis, in the State of Missouri, of the first part and party, and Henry W. Conway, Robert Crittenden, William Trimble, Robert C. Oden, Thomas P. Eskridge, and Joseph Hardin, all of the Territory of Arkansas, of the second part and party, witnesseth that whereas the parties aforesaid, being legal owners of all that part of fractional section two, and northeast fractional quarter of section three of township No. one, north of the base line, in range number twelve, west of the fifth principal meridian that lies south of the Arkansas River, and west of the Quapaw Indian boundary line, have laid off the whole of said lands into town lots, blocks, squares, streets, alleys, &c., which is and shall forever be called the Town of "Little Rock," a plat of which town, together with a bill of assurances, will be herewith recorded in the

Recorder's office of Pulaski County in said Territory, which prove and evidence the rights and privileges appertaining to each lot, or lot-owner in said town, &c., and also proves and evidences the relevant situation, size, descriptions, and numbers or letters by which each block or lot in said town are known or identified, and distinguished from others: And whereas both the parties aforesaid have by their aforesaid bills of assurances given and conveyed to said County of Pulaski, and to said Territory of Arkansas, and to the inhabitants of said town of "Little Rock," certain lots and parcels of land, as mentioned in said bill of assurances, and have also sold and conveyed to Chester Ashley a certain large number of blocks and lots in said town of "Little Rock," as the same are described by an indenture of the parties aforesaid, by them made and delivered to said Ashley, bearing date the twenty-second day of November, in the year one thousand eight hundred and twenty-one.

And whereas the parties aforesaid are desirous of making division and partition of all the remaining lots, blocks, and parcels of land, in said town of "Little Rock," not heretofore disposed of by them as aforesaid, and according to the shares of each of the aforesaid in and to the same, so far as the same is situated upon the fractional section and fractional quarter section aforesaid, to effect, complete, and accomplish which object this deed of partition witnesseth—

That the aforesaid plat and bill of assurances of and relative to said town, shall make, and be held and construed as making and being a part and parcel of this deed, and of every deed or conveyance that shall at any time hereafter be made of or for any lot or lots, block or blocks in said town of "Little Rock;" and further witnesseth, for the purpose of making the division and partition aforesaid, the said William Russell, the party of the first part aforesaid, for and in consideration of the deed and conveyance hereinafter made to him by the aforesaid party of the second part; for which consideration the said William Russell, the party of the first part aforesaid, has granted, bargained, sold, quit-claimed, divided, and partitioned, and does by these presents grant, bargain, sell, divide, and partition to them the said party of the second part, and their heirs and assigns forever, as tenants in common, and not as joint tenants, and as a full and entire payment, consideration, division, and partition to them the said party of the second part, of their full share of, in, and to all the remainder of the aforesaid fractional section, and fractional quarter section of land and town of Little Rock aforesaid; for which purpose and consideration the said William Russell, the party of the first part aforesaid, does by these presents grant, bargain, sell, quit-claim, divide, and partition to them the said party of the second part, and to their heirs and assigns forever, as aforesaid, all the right, title, claim, interest, and estate of him the said William Russell, of, in, and to all and singular of the following described lots and blocks, fractional lots and fractional blocks of lots in said town, as displayed, represented, and shown on the aforesaid

plat of survey of said town, and so far as the same falls upon and within the fractional quarter section and fractional section aforesaid, and no further, which lots and blocks, in said town, are described as follows, to wit: Lot (or block) number one hundred and fifty-five, bounded in part by the Arkansas River, and in part by the Quapaw Indian boundary line; block D, bounded by the Arkansas River, and in *in* part by the western boundary of the fractional quarter section aforesaid; lots No. 1, 2, 3, 10, 11, 12, in block number thirty-five; lots number 1, 2, 3, 10, 11, 12, in block number one; lots number 7, 8, 9, 10, 11, 12, in block one; lots number 7, 8, 9, 10, 11, in block number seventy-nine; lots number 1, 2, 3, 10, 11, 12, in block number eighty; lots number 7, 8, 9, 10, 11, 12, in block number one hundred and twenty-one; lots 1, 2, 3, 4, 5, 6, in block No. one hundred and twenty-two; lots 1, 2, 3, 7, 8, 9, in block number one hundred and thirty-six; lots 7, 8, 9, 10, 11, 12, in block number one hundred and one; lots number 4, 5, 6, 10, 11, 12, in block number two; lots number 1, 2, 3, 7, 8, 9, in block number thirty-two; lots number 1, 2, 3, 7, 8, 9, in block number three; lots number 1, 2, 3, 7, 8, 9, in block number seventy-seven; lots number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, in block number one hundred and nineteen, being the whole of said block; lots number 1, 2, 3, 7, 8, 9, in block number one hundred and thirty-three; lots number 1, 2, 12, in fractional block 179; lots number 4, 5, 6, 7, 8, 9, 10, 11, 12, in block number one hundred and eighteen; the west half of block number ninety-six; the east half of block number four; lots number 10, 11, 12, in block number thirty-eight; the east half of block number thirty; the west half of block number five; lots number 1, 2, 3, 7, 8, 9, in block number twenty-nine; the whole of fractional block one hundred and fifty; the whole of fractional block one hundred and fifty-one; the whole of block number forty-one; the east half of block number seven; the east half of block number six; lots number 3, 4, 5, 6, 11, 12, in block number sixty.

The right and title of all and singular, of which aforesaid lots, blocks and half blocks, as the same are numbered, lettered and identified on the aforesaid plat of said town, with all the rights, privileges and appurtenances thereunto belonging, he, the said William Russell, hereby covenants that he will warrant and forever defend against any future claim or demand of him, the said Russell, his heirs or representatives, to the only and entire use, benefit and behoof of them, the aforesaid party of the second part according to their several legal shares therein as tenants in common, and not as joint tenants, and to their heirs and assigns forever. And the said William Russell, the party of the first part aforesaid, for value by him received of the said party of the second part, does by these presents grant, bargain, sell and convey to the said party of the second part, and to their heirs and assigns forever, all the possible right he the said Russell has heretofore had, or now has by virtue of the interest he holds in said town, of keeping any public ferry from said

town of Little Rock, being by the bill of assurances aforesaid, exclusively attached to lot number one, of block number one in said town.

He, the said Russell, hereby covenants that no public ferry shall ever be kept by or under his authority, or of any other person who may hereafter claim title from or under him, from any part of said town (represented by the plat aforesaid), across to the north side of said Arkansas River. And the aforesaid Henry W. Conway, Robert Crittenden, William Trimble, Robert C. Oden, Thomas P. Eskridge and Joseph Hardin, the party of the second part aforesaid, for and in consideration of the foregoing deed, covenants, divisions and partitions of land and blocks, half-blocks and lots of land, in said town of Little Rock, as hereinbefore conveyed to them by the said party of the first part, and for the purpose of effecting a full, complete and entire division and partition between the two parties aforesaid, of all the lots and blocks of land, rights and privileges which now remains to the party aforesaid falling within and upon the fractional section, and fractional quarter section aforesaid, to effect, complete, and accomplish which purposes, and for the consideration aforesaid, the *the* said party of the second part, hereby grant, bargain, sell, divide and partition to him the said party of the first part, and to his heirs and assigns forever, and as full and entire payment consideration, division and partition to him, the said party of the first part, of his full share of, in and to all the remainder of the aforesaid fractional section and fractional quarter section of land, and town of Little Rock aforesaid.

For which purposes and considerations the said party of the second part aforesaid by these presents grant, bargain, sell, divide, and partition to him the said party of the first part, and to his heirs and assigns forever as aforesaid, all the right, title, claim, interest, and estate of them the said party of the second part, of, in, and to all and singular the following described blocks, half blocks, lots, and fractional blocks, half blocks and lots of land in said town of Little Rock, as shown and displayed and represented on the aforesaid plat thereof, and so far as the same falls upon and within the fractional quarter section and fractional section aforesaid, and no further; which blocks, half blocks, and lots, fractional lots, blocks, and half blocks, are on the plat of said town described, designated and known by the following numbers, letters, and descriptions, to wit, block marked A, bounded on the north by the Arkansas River; block number one hundred and thirty-seven, and all that part of blocks number one hundred and thirty-eight, one hundred and forty, and north half of block number one hundred and thirty-nine, that falls upon and within the fractional quarter section aforesaid: Also the south half of block number one hundred. Lots number five, six, eight, nine, ten in block number one hundred and three. Lots number 1, 2, 3, 10, 11, 12, in block number ninety-nine. Lots number 4, 5, 6, 10, 11, 12 in block number one hundred and twenty-five.

Lot number 12 in block number seventy-nine. Lots number 4, 5, 6, 7, 8, 9 in block number thirty-four; fractional block F; fractional block number one hundred and forty-seven; fractional block number one hundred and fifty-eight, and fractional block number one hundred and forty-nine (which four last-mentioned fractional blocks join to the Quapaw Indian boundary line); also the east half of block number thirty-six, the west half of block number thirty-three. Lots number 4, 5, 6, 10, 11, 12 in block number seventy-eight. Lots number 11, 12 in block number eighty-one; the west half of block number one hundred and one. Lots number 4, 5, 6, 10, 11, 12 in block number one hundred and twenty; the whole of block number one hundred and thirty-five. Lots numbered 4, 5, 6, 10, 11, 12 in block number one hundred and two. Lots number 4, 5, 6, 10, 11, 12 in block number ninety-seven. Lots number 1, 2, 3, 7, 8, 9 in block number eighty-two. *Lots number* 1, 2, 3, 7, 8, 9 *in block number eighty-two.* Lots number 1, 2, 3, 7, 8, 9 in block number thirty-seven. The east half of block number thirty-one. Lots number 1, 2, 3 in block number thirty. Lots number 1, 2, 3, 4, 5, 6, 10, 11, 12 in block number forty. The east fractional half of block number eighty-three, and the whole of block number twenty-eight; the right and title of all and singular of which aforesaid whole and fractional blocks, half blocks, and lots of land in said town of Little Rock hereby partitioned by the aforesaid party of the second part, to him the said party of the first part, as the same are numbered, lettered, and identified on the aforesaid plat of said town, with all the rights, privileges, and appurtenances thereunto belonging; they the aforesaid party of the second part hereby covenant that they will warrant and forever defend against any future claim or demand of them the said party of the second part, or either of them, their, or either of their heirs or representatives, to the only and entire use, benefit, and behoof of him the said William Russell (the party of the first part aforesaid), and to his heirs and assigns forever. Excepting and reserving only the rights and privileges of keeping a public ferry from said town across the Arkansas River, which right and privilege shall never belong to any one or more of the whole or fractional squares, half square, or lots, hereby partitioned to said Russell.

The absolute and exclusive right and privilege of keeping any public ferry from said town of Little Rock across the Arkansas River, being, by the bill of assurances aforesaid, attached to lot number one, in square number one of said town, shall go and pass with the title thereof to the owner of the same forever, and every conveyance for said lot number one in square number one aforesaid, passing the title thereof, shall be held and construed to convey the exclusive right of ferry appertaining to the same.

And the parties aforesaid hereby mutually covenant to and with each other, that each of the parties aforesaid, shall and will pay to the Receiver of public moneys of the Lawrence County Land Dis-

trict, so soon as the same can be legally received by him, and before any forfeiture for want of such payment can take place—each party one full and equal fourth part of the United States price, for the fractional section and fractional quarter section aforesaid.

In testimony of every part and parcel of which foregoing instrument of writing, the parties to the same have hereunto set their hands and seals to duplicates thereof (one copy for and in possession of each of the parties to the same), this twenty-sixth day of November, in the year one thousand eight hundred and twenty-one.

WM. RUSSELL, [SEAL.]
HENRY W. CONWAY, [SEAL.]
ROBERT CRITTENDEN, [SEAL.]
W. TRIMBLE, [SEAL.]
ROBERT C. ODEN, [SEAL.]
THOS. P. ESKRIDGE, [SEAL.]
JOSEPH HARDIN. [SEAL.]

Signed and sealed in presence of

JOHN TRIMBLE,
RICHARD LEARY,
As to all except
H. W. CONWAY.

SAM. ANDERSON,
A. H. SEVIER,
We attest as to
H. W. CONWAY.

TERRITORY OF ARKANSAS,
County of Independence.

Personally appeared before the undersigned, Clerk of the Court of Common Pleas in and for the county aforesaid, the above named William Russell, William Trimble, Robert Crittenden, Robert C. Oden, and Joseph Hardin, who have signed the above instrument of writing, and severally acknowledged that they signed, sealed, and delivered the same for the uses and purposes therein mentioned and contained. Given under my hand and private seal (there being no public seal) at office, this 26th day of November, A. D. 1821, and of the Independence the forty-sixth.

RICH'D LEAREY, [SEAL]
Clerk.

TERRITORY OF ARKANSAS,
County of Pulaski, ss.

Personally appeared before the undersigned, a Justice of the Peace in and for the county aforesaid, the within named Henry W. Conway, who acknowledged that he signed, sealed, and delivered the within instrument of writing for the uses and purposes therein mentioned

and contained. Given under my hand and seal, this fourth day of Jan'y, A. D. 1822.

SAM. ANDERSON, [SEAL.]
J. P.

I, Richard Learey, Judge of the Circuit Court in and for the first Judicial District in the Territory of Arkansas, hereby certify that Thomas P. Eskridge this day personally appeared before me, and acknowledged that he had signed, sealed, and executed the foregoing deed and instrument of writing for the purposes therein mentioned and contained.

Given under my hand and seal, at Batesville, this 9th day of January, 1822.

RICH'D LEAREY. [SEAL.]

TERRITORY OF ARKANSAS,
County of Pulaski, ss.

I, the undersigned, Clerk of the Circuit Court in and for Pulaski County, and ex-officio Recorder for the same, do hereby certify that the within and foregoing instrument of writing was produced to me, in my office, on the second day of February, A. D. 1822, and is truly recorded in Book B, page, 119, &c.

In testimony whereof I have hereunto set my hand and affixed the seal of said county, at office, this fifth day of February, A. D. 1822, and of our Independence the 46th year.

[SEAL.]

ALEXANDER H. RENNICK,
Cl'k, Ex-off. Rec.

By R. MEMFEE,
His Deputy.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Herndon Haralson, Clerk of the Circuit Court, and ex-officio Recorder for the County aforesaid, do hereby certify that the foregoing is a true copy of the deed of division and partition, or instrument of writing between William Russell, and Henry W. Conway, and others, now of record in my office, in Record Book B, page 119, &c.

In testimony whereof I have hereunto set my hand and affixed the seal of my office, the 8th July, A. D. 1844.

H. HARALSON,
Clerk.

By J. A. HUTCHINS,
D. Clerk.

Filed December 7, 1844.

Exhibit P, Q.

This deed of conveyance and of division and partition of lots in the town of Little Rock, made and entered into by and between Robert Crittenden, William Trimble, Robert C. Oden, and Thomas P. Eskridge, of the Territory of Arkansas, of the one part and first party of the deed, and Joseph Hardin, of Lawrence County, in the same Territory, of the second part and party to this deed, which witnesseth; that whereas, the said parties have heretofore held and owned, and now hold and own, in unequal and undivided shares, all and singular of the following described lots (or such parts thereof) in the town of Little Rock as are situated upon the west fractional half of section two, and northeast fractional quarter of section three (south of the Arkansas River, and west of the Quapaw Indian boundary line, in township one, north of the base line, range number 12, west of the fifth principal meridian, which lots heretofore remaining undivided) are the following, to wit: Lot (or fractional half block) No. 145, at the point of Little Rock, joining the river and the Quapaw Indian boundary line, containing about one-half acre of land; also all that part of block D, in said town that falls on the fractional quarter section aforesaid; also lots No. 4, 5, 6, 7, 8, 9, 10, 11, 12, in block No. 150; lots 2 and 3, in block No. 1; lots 5, 6, 10, 12, in block 2; lots 1, 2, 7, 8, 9, in block 32; lots 7, 8, 11, 12, in block No. 4; lots 1, 3, 10, 11, in block No. 35; lots 4, 5, 8, 9, 10, 12, in block No. 118; lots 4, 5, 6, 12, in block No. 60; lots 7, 8, 9, 10, in block No. 79; lots 7, 9, 10, 11, in block No. 30; lots 4, 5, 6, 7, 8, 9, 10, 11, 12, in block No. 151; lots 2, 3, 9, in block No. 29; lots No. 1, 2, 10, 11, 12, in block 80; lots No. 1, 2, in block No. 96; lots No. 1, 2, 4, 5, 6, 8, 9, 10, 12, in block No. 41; lots No. 7, 8, 10, 11, 12, in block No. 101; lots 2, 3, 7, 9, in block No. 136; lots 8, 9, 10, 12, in block No. 121; lots 2, 3, 7, 9, in block No. 133; lots 11, 12, in block No. 38; lots 2, 3, 7, 9, in block No. 3; lots 7, 8, 10, 11, 12, in block No. 7; lots 2, 3, 4, 6, 7, 8, 10, 11, 12, in block No. 119; lots No. 1, 2, 7, 8, 9, in block No. 77; lots 1, 2, 4, 5, 6, in block No. 122; and lots 7, 8, 9, in block No. 6; all of which lots, blocks, &c., are shown, represented, and described by the plat and description list of said town, of record in the Recorder's office in the County of Pulaski, and Territory aforesaid; and which aforesaid blocks, or parts of blocks, lots, or parts of lots, have been until now owned by (and undivided) the aforesaid Robert Crittenden, William Trimble, Robert C. Oden, Thomas P. Eskridge, and Joseph Hardin, in unequal and undivided shares; wherefore, for the purpose of partitioning to each of said individuals the proper share owned by each individual aforesaid, this deed is made and witnesseth, that the aforesaid Crittenden, behoof of him, the said Joseph Hardin, his heirs and assigns forever.

In testimony whereof, the aforesaid party of the first part have

hereunto set their hands and seals, at Little Rock, the 29th day of August, in the year 1823.

ROB'T CRITTENDEN, [SEAL.]
WILLIAM TRIMBLE, [SEAL.]
ROBERT C. ODEN, [SEAL.]
THO'S P. ESKRIDGE. [SEAL.]

Signed and sealed in presence of
M. CUNNINGHAM.

I, the undersigned, one of the Justices of the Peace in and for the County of Pulaski, in the Territory of Arkansas, hereby certify that Robert Crittenden, Robert C. Oden, and William Trimble, each, this day personally appeared before me, and each acknowledged to have signed and sealed, and now delivered, the foregoing instrument of writing to Joseph Hardin for the purposes therein mentioned and contained.

Given under my hand at Little Rock, the eighth day of September, in the year 1823.

M. CUNNINGHAM,
J. P.

TERRITORY OF ARKANSAS,
Hempstead County, ss.

Be it remembered, and it is hereby certified, that Thomas P. Eskridge this day personally appeared before the undersigned, a justice of the peace for said county, and acknowledged that Trimble, Oden, and Eskridge, for and in consideration of deeds this day made by William Russell, attorney for said Joseph Hardin, conveying to each of them their divided shares in the lots and blocks aforesaid, for and in consideration whereof the aforesaid party of the first part to this deed have granted, bargained, and partitioned, and do by these presents grant, bargain, and partition to the said Joseph Hardin, and to his heirs and assigns forever, all and singular of the aforesaid lots that are marked, numbered, designated, and known by the following numbers, to wit: lots numbered 1, 2, 10, 11, 12, of block number eighty; lots No. 1 and 2, of block No. 96; and lots number 1, 2, 4, 5, 6, 8, 9, 10, 12, of block No. 41 in the town aforesaid.

To have and to hold the same, with all the rights, privileges, and appurtenances thereunto, and to every part and parcel thereof in anywise belonging to him the said Joseph Hardin, that they will warrant and forever defend the right and title of the last aforesaid sixteen lots and appurtenances thereunto belonging, against the claim or demand of them or either of them, the said party of the first part, or their or either of their heirs or representatives, or other person or persons claiming or to claim from, through, or under them, or either of them; to the only and certain use and benefit, and he had signed,

sealed, and delivered, the above instrument of writing for the uses and purposes therein specified.

Given from under my hand this 1st day of October, 1823.

JAS. M. STUART,
J. P.

TERRITORY OF ARKANSAS,
County of Pulaski, ss.

Be it remembered, that on the 20th day of Dec'r, 1823, the foregoing deed was produced into the office of the Clerk of the Circuit Court, and ex-officio Recorder for said county, and duly recorded in liber D, folio 1, &c.

T. W. NEWTON,
Clerk and Ex-officio Recorder.

This deed, made and entered into by and between Joseph Hardin, of Davidsonville, in the Territory of Arkansas, of the one part, and William Russell, of the County of Saint Louis, in the State of Missouri, of the other part, witnesseth that the said Joseph Hardin, for and in consideration of the sum of one thousand and thirty-one dollars, current money of the United States, to him in hand paid by said Russell, on the sixteenth day of November, in the year 1822, the receipt of which payment at that time is hereby acknowledged by said Hardin, for which consideration and sum of money, the said Hardin has granted, bargained, and sold, and does by these presents grant, bargain, and sell to the said William Russell and to his heirs and assigns forever, all and singular of the following described sixteen lots of land in the town of Little Rock, in said Territory, as the same are situate, described, and identified by (and upon) the plat and description list of said town, of record in the Recorder's office, of the County of Pulaski in said Territory, which said sixteen lots are thereon and thereby designated, and identified, as follows, to wit: Lots numbered one, two, ten, eleven and twelve, in block No. eighty, lots numbered one and two, in block number ninety-six, and lots numbered one, two, four, five, six, eight, nine, ten and twelve of block number forty-one, to have and to hold all and singular of the aforesaid sixteen lots of land, with all the rights, privileges, and appurtenances thereunto, and to every part and parcel thereof in anywise belonging to him, the said William Russell, and to his heirs and assigns forever.

The right and title of all of which said lots and appurtenances the said Joseph Hardin, for the consideration aforesaid, hereby covenants that he will warrant and forever defend from and against the claim or demand of all and every person or persons, and from and against all other or adverse titles or claims of whatsoever nature the same may be in either law or equity.

To the only and entire use, benefit, and behoof of him, the said William Russell, his heirs and assigns, in fee simple forever. In testimony whereof, the said Joseph Hardin has hereunto set his hand and seal the thirty-first day of December, in the year one thousand eight hundred and twenty-four.

JOS. HARDIN. [SEAL.]

Signed, sealed and delivered in presence of us,

REUBEN RICHARDSON,
RICH'D LEAREY.

I, Richard Learey, Judge of the Circuit Court, in and for the second Judicial Circuit in the Territory of Arkansas, hereby certify that Joseph Hardin, the grantor in the foregoing deed, whom I personally know, this day personally appeared before me, and acknowledged that he had signed, sealed and delivered the foregoing deed to William Russell for the purposes therein mentioned and contained.

Given under my hand at Davidsonville, in said Territory, the 31st day of December, 1824.

RICH'D LEAREY. [SEAL.]

TERRITORY OF ARKANSAS,
County of Pulaski, sct.

Be it remembered, that on the 13th day of April, 1825, the within and foregoing deed of conveyance was filed for record and duly recorded in Record Book E, page 19, &c.

In testimony whereof, I have hereunto set my hand and affixed the seal of office at Little Rock, the day and date above written.

THOS. W. NEWTON,
Cl'k and Ex-officio Recorder.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Herndon Haralson, Clerk of the Circuit Court, and ex-officio Recorder for the county aforesaid, do hereby certify that the foregoing contains a true copy of the deed or instrument of writing from Robert Crittenden, William Trimble and others, to Joseph Hardin, and also of the deed or instrument of writing from Joseph Hardin to William Russell, as the same remains of record in my office.

[L. S.] In testimony whereof I have hereunto set my hand and affixed the seal of my office at Little Rock, this 8th day of July, A. D. 1844.

H. HARALSON,
Clerk.

By J. A. HUTCHINGS,
D. Clerk.

Filed December 7th, 1844.

Exhibit X, X of Supplemental Bill.

Pleas had before the Hon. John J. Clendenin, Judge of the Pulaski Circuit Court, on the 4th day of June, A. D. 1845, in the following entitled cause, to wit:—

ROSWELL BEEBE, Plaintiff,
vs.
WILLIAM RUSSELL and WILLARD KEITH, Defendants.

Ejectment.

(*Deduction Pulaski, sct.*)

IN THE PULASKI CIRCUIT COURT,
to the April term thereof, A. D. 1845.

Roswell Beebe, plaintiff in this suit, by attorney, complains of William Russell and Willard Keith, defendants herein, of a plea of ejectment.

For the said plaintiff declares and says that heretofore, to wit, on the 25th day of September, A. D. 1839, in the county of Pulaski aforesaid, and within the jurisdiction of this Court, he was entitled to the possession of the following described tract or parcel of lands, situate, lying, and being in the county aforesaid, to wit: Block or square numbered one hundred and eighty-six (186) in the city of Little Rock, bounded on the east by Spring Street, on the south by Water Street, on the west by West Main Street, and on the north by the Arkansas River, as designated on the plan of a part of said city of Little Rock, of record in the Recorder's office of Pulaski County, in record book L, page 329, &c.; said block or square being situated upon and included within the limits of the northeast fractional quarter of fractional section numbered three (south of the Arkansas River), in township one north, of range twelve west; and said plaintiff being so possessed thereof, the said defendants afterwards, to wit, on the day and year last aforesaid, entered into and upon said premises, and unlawfully withheld from said plaintiff the possession thereof, to wit, at the county aforesaid, to the damage of said plaintiff of three thousand dollars; and therefore suit is brought, &c.

WATKINS and CURRAN.

Filed in my office, and writ issued this day, 22d February, A. D. 1845.

G. N. PEAZ,
Clerk.

By J. A. HUTCHINGS, *D. C.*

(*Writ of Summons.*)

THE STATE OF ARKANSAS,
County of Pulaski.

The State of Arkansas to the Sheriff of Pulaski County, greeting:—

You are hereby commanded to summon William Russell and Willard Keith, if they be found within your bailiwick, to appear before the Judge of our Circuit Court of Pulaski County, at the court-house in the county aforesaid, on the first day of our next April term, at a Court to be holden on the third Monday of April next, then and there to answer Roswell Beebe of a plea of ejectment, to the damage of said plaintiff of three thousand dollars, and that you make due return of this writ to our said Circuit Court.

Witness Gordon N. Peaz, as Clerk of said Circuit Court, [SEAL.] and seal of said Court, this 22d day of February, A. D. 1845, and of the State the ninth year.

GORDON N. PEAZ,
Clerk.

By J. A. HUTCHINGS,
Dep. Clerk.

(*Sheriff's Return.*)

Executed in Pulaski County, Arkansas, on the 22d February, 1845, by reading to William Russell, the person named within the within writ, and executed on Willard Keith, the person named within, on the 24th February, 1845, by reading to him the within writ. Done in Pulaski County, Arkansas.

WM. B. BORDEN,
Sheriff.

Serv.,	$1 00
Mil.,	12½
	$1 12½

(*Proceedings had 4th June, A. D.* 1845.)

ROSWELL BEEBE, Plaintiff,
vs.
WILLIAM RUSSELL and WILLARD KEITH, Defendants.
Ejectment.

At this day comes said plaintiff, by attorney, and the said defendants, though solemnly called, come not, but make default, whereby this action remains against them wholly undefended.

It is therefore considered by the Court that said plaintiff, Roswell Beebe, recover against the said defendants the lands and tenements

in the said declaration mentioned, to wit: Block or square numbered one hundred and eighty-six (186) in the city of Little Rock, in the county of Pulaski, bounded on the east by Spring Street, on the south by Water Street, on the west by West Main Street, and on the north by the Arkansas River, as designated on the plan of a part of said city recorded in the Recorder's office of said county, in record book L, page 329, &c.; said block or square being situated upon and included within the limits of the northeast fractional quarter of fractional section numbered three (south of the Arkansas River), in township one north, of range twelve west, together with all and singular the hereditaments, buildings, and appurtenances thereon situate, thereunto belonging, or in anywise appertaining.

And because it is unknown to the Court here, what damages the plaintiff has sustained by reason of the premises, it is ordered that a writ of inquiry be awarded to inquire and assess the damages, returnable to the present term of this Court.

THE STATE OF ARKANSAS,
Pulaski County, ss.

I, Gordon N. Peaz, Clerk of the Circuit Court in and for the county aforesaid, do hereby certify that the foregoing three and a half pages contain a true and complete transcript of the record and proceedings in the case therein mentioned, as the same remains in my office.

In testimony whereof I have hereunto set my hand as such clerk and affix the seal of said court at office in Little Rock, this 7th day of July, A. D. 1845.

[SEAL.]

GORDON N. PEAZ,
Clerk.

Filed July 10th, 1845.

Exhibit T.

To the Register and Receiver of the Land-office at Little Rock, Arkansas; Gent:—

I design locating the following described tracts of land situate in township 1 north 12 west with five section and floating pre-emption claims; viz., the west fractional part of fractional section 2, south of the Arkansas River, and west of the Quapaw line, containing as represented on the plats in the Surveyor General's and Register's offices, $95\frac{70}{100}$ acres, upon which said tracts, a pre-emption was proven up and pushed by the land-officers at Batesville on the 10th day of January, 1825, in the name of William Russell as assignee under the act of the 12th of April, 1814, per certificate No. 240; also the south fractional part of fractional section 3, south of the Arkansas River, containing $95\frac{63}{100}$ acres, and upon which said tracts a pre-emption was also proven up, and allowed at the date and by the

land-officers aforesaid, to the said Russell as assignee, under the said act of 1814, as per certificate No. 241, which said pre-emptions have been declared illegal and void, and have never been patented by the United States. The west fractional half and southeast quarter of fractional section 3, south of the Arkansas River, containing as represented on the plats as aforesaid $468\frac{36}{100}$ acres.

The north half of section 10 and the west fractional part of the N. W. quar. of sec. 11 west of the Quapaw line, containing $385\frac{88}{100}$ acres, and represented on the plats as aforesaid.

All of which tracts of land as last aforesaid, as appears by the plat in the Register's office, are represented to have been located with four several New Madrid certificates, as follows: No. 264, for 160 acres, on the 19th April, 1820, in the name of Eloy Dejartois; No. 8, for 160 acres, on the 30th of April, 1820, in the name of Francois Lessiuer; No. 15, for 160 acres, on the 19th day of May, 1820, in the name of Peter Posier; and No. 156, for 640 acres, on the 30th day of October, 1820, in the name of Henry Cockerham; which said pre-emption tracts of land hereinbefore described, I allege were illegally claimed and permitted to entry at the Land-office at Batesville, as well as the representative of the locations by the Surveyor General upon the township plat of the New Madrid claims, and without the authority of any previous law. I therefore maintain that these lands now are and ever have been since the Quapaw treaty of the 24th August, 1818, vacant and unappropriated public lands, the sale of which is now at this time authorized by law, and beyond the possibility of a doubt subject to be appropriated by the land-officers, in conformity with existing laws, and hence open to the locations of five section and floating pre-emption claims, and in support of these statements, I shall proceed to explain the principal ground upon which I feel willing to rest my case, as follows:—

By reference to the official records it appears that this fractional township of land, to wit, 1 north of range 12 west, south of the Arkansas River and west of the Quapaw line, was surveyed in the months of April and May, 1819, and the plats regularly certified by the deputy surveyors on the 19th July, 1819, and in accordance with the proclamation of the President of the United States, and the returns of the General Land-office, it appears that this fractional township was regularly offered at public sale at the seat of justice, in Independence County, on the 3d Monday, the 20th of October, 1823, excepting those tracts covered by the New Madrid locations, which were withheld from public sale.

The act of the 12th April, 1814, grants the right of pre-emption to those persons who inhabited and cultivated a tract of land in the Territory of Missouri, "which tract is not rightfully claimed by any other person," &c., sec. 1, vol. Land Laws 653, sec. 5; in the Attorney General's decision of the 3d May, 1836, Senate Doc. No. 37, folio 80, I find his opinion to say in the most positive terms, "that none of the lands ceded by the Quapaw treaty of the 24th

August, 1818, are, or ever have been, subject to pre-emption claims under the 5th section of the act of the 12th April, 1814." It seems to me very clear that this section applies only to lands which, prior to the date of the laws, had been settled and cultivated consistently with the rightful claims of others. The lands described in the Quapaw treaty are (positively) excluded by this act; they could not have been so settled and cultivated prior to the date of that law, because the Indian title had not then been extinguished. The treaty of 1818 is a solemn recognition of that title, which neither the United States, nor any one claiming under them, are at liberty to dispute, and so long as it existed, all settlements made in these lands are in contravention of the rightful claims of other persons, that is to say, the Quapaw Indians.

Another additional and more conclusive argument in support of my position, is to be found in the commissioner's own letters of the 12th February, 1838, addressed to the Register and Receiver at Little Rock, in the case of Chester Ashley, assignee of Thos. Frazier, in which he says that "another good and sufficient reason for rejecting Frazier's claim, was that the lands so claimed by him was not the property of the United States, until obtained by the Quapaw treaty of the 24th August, 1818, consequently the land thus acquired by the government, could not by any possibility have been contemplated by the acts under which (1814 and 1816) his claim was made and certificate No. 783 has been cancelled," and the purchase money ordered to be refunded, previous to the foregoing remarks of the commissioner; and in the same letter he says: "That prior to the 6th of October, 1835, several pre-emption claims to lands therein described, were sent to this office for adjudication, and at that date the land-officers at Helena were directed to permit the entries of George Quintall under the act of 5th of April, 1832, and D. Quintall under the act of 19th June, 1834," being part of the same tracts of land that were embraced in certificate No. 783, and which is clearly a parallel case with that of the pre-emption No. 240 and 241 at this place, and admits of no different rule of construction in point of fact and law in the case referred to, the land-officers at Helena, correctly permitted the two pre-emptions to be forever up before them, a long time subsequent to Frazier's pre-emption having been allowed, and received ex-party evidence introduced for the sole purpose of setting aside and invalidating a previously allowed pre-emption to the same lands, and, as I understand it, reported the case affirmatively to the commissioner for his decision only upon points of law, as he had no right to judge of the evidence, who thereupon, and without notifying the first claimant, sustained the Helena Land-officers in their decision, and set Frazier's claim aside, upon the grounds that these lands were not the property of the United States at the passage of the acts of 1814 and 1816, and which, in my opinion, is most unquestionably corroborated by the facts set forth in all the previous acts of Congress, in relation to the public lands;

and the solemn recognition of the Indian title is to be found in the various acts of Congress, establishing a system for the disposal of the public lands, from 1796 to about 1800, and subsequently thereto, the offices of Receiver and Register were created in those years, and under whose immediate superintendence the public lands are disposed of, as pointed out by law, and to which acts you are particularly referred. The act of the 17th Feb'y, 1815, for the relief of the sufferers by earthquakes at New Madrid, donates to all those "whose lands have been materially injured by earthquakes, a specific quantity of land, which they are and are hereby authorized to locate the like quantity of land on any of the public lands the sale of which is authorized by law."

Under this law numerous certificates were issued by the Recorder of land titles in Missouri, and many of these floating certificates were located at that early day, upon lands that were not then surveyed, or the property of the United States, and when the regular government surveys were made, it was found to produce great confusion in connecting the private locations with the regular surveys. The question as to their legality was raised and reported to the Secretary of the Treasury, and by him referred to the then Attorney General, Wm. Wirt. In his opinion of the 11th May, 1820 (3 vol. p. 494), he has decided all these irregular locations to be illegal, and recommended the patents to be withheld, and remarked in his letter to the Secretary of the Treasury, as follows: "I am of the opinion that it was not the intention of Congress in authorizing the sufferers, &c., to locate the like quantity of land on any of the public land in the said Territory, the sale of which is authorized by law, to change or effect in any manner that admirable system of location by squares which has been so studiously adopted in relation to all their Territories, &c.," and concludes by saying, "that he is of opinion that the locations under this act must conform to the public surveys &c," (594 and 5) and again in one of his opinions subsequently made in the same year, he says, "That the authority given to make these locations, on any of the public lands of the Territory, the sale of which is authorized by law, but that the sale is not authorized by law until the sectional lines are run," &c., "and every one is bound to take notice of the law." Under this opinion of the Attorney General, the patents for all these locations were suspended until the conformatory act of Congress of the 26th April, 1822, in these words: "That the locations heretofore made under the act of the 17th Feb., 1815, if made in pursuance of the provisions of that act, in other respects, shall be perfected into grants in like manner, as if they had conformed to the sectional and quarter sectional lines of the public surveys." My object in making these extracts and remarks in relation to these early New Madrid locations, mainly to present for some consideration, the highest legal executive opinion, upon matters of this kind, and which are so intimately connected with the faithful administration of the laws, in relation to the disposal of the public lands,

even at that early period, and goes far to show that some of the provisions of the laws are to be rightfully dispensed with by those whose particular province it is to see them justly administered. A decision made in 1826, and familiar to most of the early settlers in this State, is to be found in the opinion of the Attorney General in relation to the location of Cherokee pre-emption claims, on lands south of the Arkansas River, which destroys at once the legality of these New Madrid locations, and also establishes the fact that the settlers on the lands ceded to the Cherokee Indians, prior to the 12th April, 1814, were deprived of their rightful claims to a pre-emption under that act, and which Congress acknowledged by granting them a donation of land. The history of which is as follows: On the 8th of July, 1817, the United States ceded to the Cherokee Indians a section of country north of the Arkansas River; many persons, however, prior to that period, inhabited and cultivated tracts of land in that part of the then Territory, none of which lands were surveyed at that time, consequently the pre-emption act of 1814 could not be carried into effect. Upon this subject Mr. Vinton, from a committee of the House of Representatives, on the 4th Feb., 1824, reported that the inhabitants there situated are jointly entitled to relief, and upon this report the act of 26th of May, 1824, was passed, granting a pre-emption of one quarter section of land to each settler, to be located upon any unimproved land in the district of Lawrence, "the sale of which is authorized by law." Under this act floating Cherokee pre-emption certificates were granted by the land-officers in said district, some of which were located upon surveyed lands, north of the Arkansas River, and east of the Quapaw line.

The treaty, however, with the Quapaw Indians for that tract of country, and east of the Quapaw line, and which was reserved by the said Indians in their treaty of 1818, was not finally ratified until the 18th January, 1825.

The boundaries of the land district of Lawrence as they existed prior to the passage of the act of the 26th May, 1824, extended into the Quapaw country, and embraced lands claimed to be entered under the act of May, 1824, passed near eight months anterior of these lands becoming the property of the United States. The Attorney General Wirt, in his opinion of the 4th Dec., 1826, distinctly states, that "The privilege given by the act of the 26th May, 1824, to persons therein described, is to enter with the Register of the Land-office in the dist. of Lawrence, in said Territory, any tract in said district on which they may have improvements previously to the passage of this act, or any unimproved tract within the said district the sale of which is authorized by law."

The questions are explained by the commissioner of the Gen'l Land-office, to arise on the words underscored; the dist. of Lawrence as described by law, previous to the passage of this act, did comprehend the lands afterwards ceded by the Quapaw Indians.

But these lands were not at the date of the act authorized to be

sold, the title at that time being in the Quapaw Indians, the lands open to these pre-emptions are the whole unimproved lands in the dist. of Lawrence. But the further limitation is added: The sale of which is authorized by law.

To extend the pre-emption to the lands subsequently ceded by the Quapaws or to the other lands subsequently added to that district, would be to construe the word *is* to mean shall have been—so as to make the passage read—on any unimproved tract within the land district, the sale of which *shall have been* authorized at the time when the party came to make his entry. But the act as it stands speaks in the present tense; and it would, I think, be rather too bold a construction to convert the "present into the future past;" and the term used in the act granting Cherokee pre-emptions is precisely the same as the one in the act granting relief to the New Madrid sufferers, and shows conclusively that it was the express intention of Congress to authorize these locations to be made only upon the public lands, the sale of which at the date of the act was then, and at that time, authorized to be sold, and the Supreme Courts of the United States have so decided in the case of Johnson *vs.* McIntosh, "that the right of soil and occupancy is in the Indians until their title is extinguished by the United States, and which no one has a right to dispute." Thus it appears that all the locations of Cherokee pre-emptions made on the lands south of the Arkansas, and east of the Quapaw line, were, under the decision of the Attorney General Wirt, declared illegal, and voided by the United States, and the location which had been made upon the then public lands were rescinded, and the lands permitted to location and entry. With regard to the New Madrid locations south of the Arkansas River, the legal point as to their validity has now been, I believe, raised; but, nevertheless, they are unquestionably in the same relative situation as it respects their legality, as the Cherokee pre-emptions, particularly as they have been located upon lands that were not then, at the date of the passage of the law, the property of the United States, and the Supreme Courts of the United States have clearly and fully decided this point. It is familiarly known that the public lands are uniformly brought into market in pursuance of a system which commenced in the year 1796, and was perfected, or nearly so, about the year 1800; in all these and the subsequent acts of Congress, the Indian title is studiously recognized, and the terms used "Not inconsistent with the rightful claims of others," as expressed in the P. E. act of 1814, and "The sale of which is authorized by law," in the act of 17th Feb'y, 1815, are synonymous terms, and is also a positive recognition of the Indian title to the lands south of the Arkansas River at the date of their several acts.

I therefore contend that all the several tracts of land, at this place and as aforesaid specified, are now vacant and unappropriated public lands, not having ever been offered at public sale, sold, located, or rightfully claimed by any person in accordance with any of the

even at that early period, and goes far to show that some of the provisions of the laws are to be rightfully dispensed with by those whose particular province it is to see them justly administered. A decision made in 1826, and familiar to most of the early settlers in this State, is to be found in the opinion of the Attorney General in relation to the location of Cherokee pre-emption claims, on lands south of the Arkansas River, which destroys at once the legality of these New Madrid locations, and also establishes the fact that the settlers on the lands ceded to the Cherokee Indians, prior to the 12th April, 1814, were deprived of their rightful claims to a pre-emption under that act, and which Congress acknowledged by granting them a donation of land. The history of which is as follows: On the 8th of July, 1817, the United States ceded to the Cherokee Indians a section of country north of the Arkansas River; many persons, however, prior to that period, inhabited and cultivated tracts of land in that part of the then Territory, none of which lands were surveyed at that time, consequently the pre-emption act of 1814 could not be carried into effect. Upon this subject Mr. Vinton, from a committee of the House of Representatives, on the 4th Feb., 1824, reported that the inhabitants there situated are jointly entitled to relief, and upon this report the act of 26th of May, 1824, was passed, granting a pre-emption of one quarter section of land to each settler, to be located upon any unimproved land in the district of Lawrence, "the sale of which is authorized by law." Under this act floating Cherokee pre-emption certificates were granted by the land-officers in said district, some of which were located upon surveyed lands, north of the Arkansas River, and east of the Quapaw line.

The treaty, however, with the Quapaw Indians for that tract of country, and east of the Quapaw line, and which was reserved by the said Indians in their treaty of 1818, was not finally ratified until the 18th January, 1825.

The boundaries of the land district of Lawrence as they existed prior to the passage of the act of the 26th May, 1824, extended into the Quapaw country, and embraced lands claimed to be entered under the act of May, 1824, passed near eight months anterior of these lands becoming the property of the United States. The Attorney General Wirt, in his opinion of the 4th Dec., 1826, distinctly states, that "The privilege given by the act of the 26th May, 1824, to persons therein described, is to enter with the Register of the Land-office in the dist. of Lawrence, in said Territory, any tract in said district on which they may have improvements previously to the passage of this act, or any unimproved tract within the said district the sale of which is authorized by law."

The questions are explained by the commissioner of the Gen'l Land-office, to arise on the words underscored; the dist. of Lawrence as described by law, previous to the passage of this act, did comprehend the lands afterwards ceded by the Quapaw Indians.

But these lands were not at the date of the act authorized to be

sold, the title at that time being in the Quapaw Indians, the lands open to these pre-emptions are the whole unimproved lands in the dist. of Lawrence. But the further limitation is added: The sale of which is authorized by law.

To extend the pre-emption to the lands subsequently ceded by the Quapaws or to the other lands subsequently added to that district, would be to construe the word *is* to mean shall have been—so as to make the passage read—on any unimproved tract within the land district, the sale of which *shall have been* authorized at the time when the party came to make his entry. But the act as it stands speaks in the present tense; and it would, I think, be rather too bold a construction to convert the "present into the future past;" and the term used in the act granting Cherokee pre-emptions is precisely the same as the one in the act granting relief to the New Madrid sufferers, and shows conclusively that it was the express intention of Congress to authorize these locations to be made only upon the public lands, the sale of which at the date of the act was then, and at that time, authorized to be sold, and the Supreme Courts of the United States have so decided in the case of Johnson *vs.* McIntosh, "that the right of soil and occupancy is in the Indians until their title is extinguished by the United States, and which no one has a right to dispute." Thus it appears that all the locations of Cherokee pre-emptions made on the lands south of the Arkansas, and east of the Quapaw line, were, under the decision of the Attorney General Wirt, declared illegal, and voided by the United States, and the location which had been made upon the then public lands were rescinded, and the lands permitted to location and entry. With regard to the New Madrid locations south of the Arkansas River, the legal point as to their validity has now been, I believe, raised; but, nevertheless, they are unquestionably in the same relative situation as it respects their legality, as the Cherokee pre-emptions, particularly as they have been located upon lands that were not then, at the date of the passage of the law, the property of the United States, and the Supreme Courts of the United States have clearly and fully decided this point. It is familiarly known that the public lands are uniformly brought into market in pursuance of a system which commenced in the year 1796, and was perfected, or nearly so, about the year 1800; in all these and the subsequent acts of Congress, the Indian title is studiously recognized, and the terms used "Not inconsistent with the rightful claims of others," as expressed in the P. E. act of 1814, and "The sale of which is authorized by law," in the act of 17th Feb'y, 1815, are synonymous terms, and is also a positive recognition of the Indian title to the lands south of the Arkansas River at the date of their several acts.

I therefore contend that all the several tracts of land, at this place and as aforesaid specified, are now vacant and unappropriated public lands, not having ever been offered at public sale, sold, located, or rightfully claimed by any person in accordance with any of the

pre-existing laws, consequently they are the property of the United States at this time, and legally open to the location of these claims, beyond the probability of a doubt.

It may probably be contended by the district land-officers that many of the pre-emptions of 1814 and New Madrids of 1815, have been heretofore patented by the United States, which is admitted, and I may say without having met with an adversary, "but, nevertheless, it affords no safe (or just) grounds from which to conjecture the future, because former precedents, if established in error, cannot reasonably be relied upon as a guide after the detection of the mistake," and I assume it for true, that "no precedent will be relied upon when found erroneous, as every act done contrary to law is void." The Supreme Court of Louisiana decided that a grant not authorized by the regulations when made by a Spanish commandant gave no title, and although the claim had been confirmed by the United States, they refused to sustain a title against a settlement-right; a title to land can only be acquired and lost in the manner prescribed by the laws, and their existence have been too frequently inferred from the repeated violations of them by those who owed them obedience, and it would be reasoning against knowledge and honesty both to presume that any tribunal (at the present day) will base future action upon past precedents, founded in detected errors, however innocently they may have been led into them, "as everything done contrary to law is null." (See Decisions of the Supreme Court of the U. S.) Every officer under the Government of the U. S. takes an oath to support the Constitution and laws of the U. S., and they are imperiously bound to take notice of them, the precedent of their predecessors and the instructions of the Commissioners to the contrary notwithstanding, "as everything done contrary to law is null."

The main points upon which I have rested the foregoing arguments in support of my legal right to locate the lands heretofore described, have been too frequently decided by the Attorney General and the U. S. Courts, to need any further reasoning in support of my premises at this time. There are, however, some few other points which have occurred to me as not altogether irrelevant to the subject under discussion, and to which I will call your further attention.

The act of Congress of the 23d June, 1836, donating 5 sections of land to the State of Arkansas, authorizes their location "on any of the unappropriated lands of the United States in said State," which said five sections are to be located under the direction of the General Assembly (see their acts of 1836, folio 203), it being conceded that none of the public lands are appropriated until rightfully claimed, and in conformity with law. A patent obtained by mistake in the rights of the U. S. to the land is no legal evidence of title; and where there is an intervening party, the United States Courts have never refused setting them aside, which is the strongest possible evidence that can be adduced in support of the fact, that Congress

cannot pass any law that will have validity, that impairs the obligations of contracts, or that will tend to set aside and annul any rights that persons may have acquired, under any of their previously existing laws.

I think I am fully supported in these opinions by the one drawn up by the Attorney General, W. Wirt, on the 27th January, 1821. He says, in his letter to the Hon. W. H. Crawford: "I understand the question to arise on the improvident emanation of several patents to the New Madrid sufferers, to which there was, at the time, a right of pre-emption in other persons, and that to these latter persons final certificates have since issued for the same lands."

On this state of facts, the patents having issued from a mistake of the rights of the United States to the lands granted are void, and if the parties who hold these patents will not on this discovery, voluntarily return them to the office to be cancelled, they can be repealed by a *scire facias*, or bill on the chancery side of the Court of the United States, within whose jurisdiction the lands lie, which proceedings may be instituted by the United States in their own name, or the pre-emptions may be authorized to use the name of the United States for this purpose. This I deem to be decidedly a stronger case in support of the right I claim to have to locate these lands, than any which I have heretofore adduced; here the patent had been granted in contravention of law, and in violation of the rights of an intermediate party, which fact on being made to appear to the land-officers, they permitted the pre-emptions to establish their claims and issued final certificates for the same lands which have been since patented. (See Doc. 37, folio 63 and 64, in relation to pre-emptions under act of 1814, and patents for military bounty lands, &c.)

The pre-emption act of 29th May, 1830, under certain conditions authorized the granting of floating pre-emption rights of 80 acres of land, to be located "elsewhere in said land district, so as not to interfere with other settlers having the right of preference," while the act of the 19th June, 1834, reserves, and therewith the act of 5th April, 1832, the commissioner's instructions of the 9th June, 1837, states:—

"That floats may be located upon any surveyed public land, not otherwise appropriated"—of course, according to previous laws. But again, in his instructions of the 11th October, 1837, he directs them (the Register and Receiver) not to permit the entry of any tract with a float upon which there is any improvement, &c., and requires an affidavit to be taken by the person claiming to locate, &c., which, in my opinion, is nugatory and exercising an authority not delegated to him or any branch of the executive, and directly inconsistent with the official duties imposed upon the district land-officers, by express provisions of law, which the commissioner has no right or power by law to interfere with, or give instructions of any kind that are obligatory, unless in strict conformity with the laws previously enacted, which is fully supported by the opinion of Attorney

General Butler, of 29th March, 1837, in which he says in relation to a strongly contested case, where a float had been located on an improvement: "That the settler on the public lands has no legal right to his possession as against the U. S., and purchasers from the U. S., except when he is embraced by, and actually complies with the provisions of a pre-emption law, &c."

The commissioner's instructions, which previously required persons who applied to enter lands, to take an oath that there was no improvement upon the lands applied for, were decided to be in violation of law, and were thereupon, at the particular representation of rescinded, in January, 1836, by Commissioner Brown.

In the President's instructions to the Treasury Department of 6th May, 1836, sec. 4, he says: "When the officers (district land-officers) have jurisdiction, and have proceeded regularly (that is according to law), the land-office has no power to reverse their decision; but in such case patents will issue, of course, unless the decision was obtained by fraud, or founded in material error of fact or law."

By the opinion of the Attorney-General Butler, of the 21st June, 1836, it appears that the Danville District was cut off from the Marietta District, on the 19th February, 1831, but the land-officers were not sworn in until the 18th June, 1831, and the P. Er. of 1830, expired on the 29th May, 1831. Hence, those settlers in the Marietta District, after the 19th Feb., 1831 (see Land-laws, 2 vol., 282) had no office at which they could establish their claims, &c. But this cannot alter the legal effect of the new statute. The benefits and privileges held out by the P. E. act of 1830, must be regarded in the light of a mere gratuity, and so far as respects settlers where entries were not actually made, Congress had the power at pleasure to modify, restrict, or even wholly revoke their proffered bounty, and that Congress alone can remedy the mischiefs which the Commissioners apprehend. Here is proof positive that the laws are paramount, and must be complied with.

In this instance there were many settlers whose improvements were entered by others after the opening of the new office, they having lost their right of preference by the peculiar operation of the law. I know, of my own personal knowledge, that the patents have not issued for any of these tracts, the P. Er. of 1814 will be cancelled, and no patent certificates for the New Madrids have ever been filed in the Gen'l Land-office. And thus I further say, that I have fully and conclusively shown that these several tracts of land are now vacant, and that they are rightfully the property of the United States, and therefore subject to be located and held as I have herein claimed and set forth.

ROSWELL BEEBE.

LITTLE ROCK, the *5th June*, 1838.

STATE OF ARKANSAS,
County of Pulaski.

I, Wm. W. Stevenson, Register of the Land-office for the United States and Little Rock District, do hereby certify that the annexed and foregoing nine and one-fourth half sheets, contain a true and complete copy from the original instrument of writing as therein stated, as the same remains in my office.

In testimony whereof, I have hereunto set my hand this day of A. D. 1844.

W. W. STEVENSON,
Register.

Filed December 7, 1844.

Exhibit E.

This deed, made and entered into by and between Gabriel Greathouse, Sheriff of the County of Pulaski, in the Territory of Arkansas, of the one part, and William Russell, of the County of Saint Louis, in the State of Missouri, of the other part, witnesseth—

That the said Gabriel Greathouse, of the said County of Pulaski, having, on the 17th day of May, 1821, received an execution, of which the following is a copy, to wit:—

The United States of America to the Sheriff of Pulaski County, greeting—

Whereas, Samuel Jones, at our Pulaski Court of Common Pleas before our Judges, hath recovered against Benjamin Murphy the sum of one hundred and seventy-five dollars, his debt, and also the sum of twenty-nine dollars and twenty-seven and a half cents, which to the said Samuel Jones, were adjudged for the damages as well by reason of detaining the said debt as for the costs in that suit expended as appears to us of record; these are, therefore, to command you that of the goods and chattels, land and tenements, of the said Benjamin Murphy, you cause to be made the aforesaid debt and costs, and that you have the same before the judges of our said court on the fourth Monday of June next, to render to the said Samuel Jones the debt and damages aforesaid, and for want of sufficient goods and chattels, lands and tenements, whereon to levy and make the same, we command you that you take the said Benjamin Murphy, if he be found in your bailiwick, and him safely keep, so that you have his body before the same judges on the said fourth Monday in our June Court, to satisfy the said Samuel Jones of the aforesaid debt, damages, and costs, and that you certify to our said judges how you execute this writ, and have you then there this writ. Witness Alexander H. Rennick, Clerk of our said Court.

In testimony whereof, I have hereunto set my hand and affixed the seal of said county at office, this eighth day of March, in the

year of our Lord eighteen hundred and twenty-one, and of our Independence 45th year.

[SEAL.] ALEXANDER H. RENNICK,
Cl'k.

By his Deputy, RICH'D MINIFEE,

Which said execution was, on the same 17th day of May, in the year 1821, levied on all the right, title, claim, interest, and estate of Benjamin Murphy to a claim of land known by the name of the Little Rock claim, owned by said Murphy, and by William Russell and others; and, on the 26th day of the same month of May, in the year 1821, the same was duly advertised according to law by posting up six advertisements (of which one copy is hereunto annexed) in the most public places throughout the said County of Pulaski, advertising and giving notice that, on the 26th day of June, all the right, title, and claim of said Murphy, as aforesaid, to the lands aforesaid would be sold to the highest bidder at the Court-house door on the said 26th day of June, being the second day of the term of the Court of Common Pleas of said County of Pulaski, and which said court was in session. And I, the said Gabriel Greathouse as aforesaid, did, at twelve o'clock of the forenoon of the said twenty-sixth day of June, in the year 1821, expose to sale by public vendue and out-cry at the door of the Court-house of said county of Pulaski, and while the Court of Common Pleas of said county was in session, all the right, title, claim, interest, and estate of him, the said Benjamin Murphy, of, in, and to the aforesaid tract of land called the Little Rock claim, at which said public sale the said William Russell bid one hundred and five dollars, which was the highest and last bid made by any person for the said Murphy's right, title, and estate, in and to the said Little Rock and claim of land; which said sum of one hundred and five dollars the said Russell has paid in silver to the undersigned, Gabriel Greathouse, sheriff as aforesaid; wherefor this deed witnesseth; That I, the said Gabriel Greathouse, Sheriff of the County of Pulaski, by virtue of the aforesaid execution, and of the power and authority in me vested by law, and for and in consideration of the sum of one hundred and five dollars, to me in hand paid by said Russell, the receipt of which payment is hereby acknowledged, for which sum and consideration, and by virtue of the power and authority in me vested aforesaid—

I, the said Gabriel Greathouse, sheriff as aforesaid, have granted, bargained and sold, and do by these presents grant, bargain and sell, to the said William Russell, and to his heirs and assigns forever, all the right, title, claim, interest, and estate of him, the said Benjamin Murphy, of, in, and to a tract of land commonly called the Little Rock claim, situated at and adjoining a place called Little Rock, in said county of Pulaski, supposed, to embrace, comprehend, and in-

clude that part of the west fractional half of section number two, and northeast fractional quarter of section number three that lies south of the Arkansas River, in township number one, north of the base line, in range number twelve, west of the fifth principal meridian. To have and to hold all the right, title, claim, interest, and estate of him, the said Benjamin Murphy, of, in and to the lands aforesaid, with all the privileges, right, and appurtenances thereunto belonging, to him, the said William Russell, his heirs and assigns, forever.

In testimony whereof I, the said Gabriel Greathouse, Sheriff of the said county of Pulaski, have hereunto set my hand and affixed my seal, at Cadron, in said county, 26th day of June, in the year 1821.

N. B. In the third line from the top of the second page of this deed, the word "to" interlined to stand good, and in the twelfth line from the top of the same page one erased to be void, and in the fifteenth from the top of the same page, the words "and while said Court" interlined, to stand good, all before this deed was signed.

GABRIEL GREATHOUSE, [SEAL.]
Sh'ff Pulaski County.

Signed and sealed in the presence of
RICHARD MINIFEE,
THOS. TENNANT.

SAMUEL JONES
vs.
BENJAMIN MURPHY.

By virtue of a writ of execution to me directed, there will be sold to the highest bidder, at the court-house door, on the twenty-sixth day of June next, being the second day of the term of our Court of Common Pleas, at twelve o'clock in the forenoon of said day, and while the Court is in session, all the right, title, claim, and interest of Benjamin Murphy, to a claim of land known by the name of the Little Rock claim, in which claim B. Murphy and William Russell, and others are concerned, taken in execution, and will be sold to satisfy the debt, interest, and costs of the above suit.

G. GREATHOUSE,
Sh'ff.

CADRON, *May 26th*, 1821.

Arkansas Territory, ss.

This day personally appeared in open Court Gabriel Greathouse, Sheriff of Pulaski county, the grantor named in the within deed of conveyance, who acknowledged that he had signed, sealed, and delivered the same for the purpose contained therein and expressed.

In testimony whereof I have hereunto set my hand and affixed the seal of said county, in open Court, this twenty-seventh day of June, in

the year eighteen hundred and twenty-one, and of our independence the 45th year.

[SEAL.]

ALEXANDER H. RENNICK,
Cl'k.

By his deputy, RICH'D MINIFEE.

Arkansas Territory, ss.

I, Richard Minifee, Deputy Clerk for Alexander H. Rennick, Clerk of the Court of Common Pleas and ex-officio Recorder in and for Pulaski County, do hereby certify that the foregoing deed of conveyance was produced to me in my office on the 27th day of June, A. D. 1821, and is truly recorded in book B, page 31, &c.

In testimony whereof, have hereunto set my hand and affixed the seal of said county this sixth day of July, in the year A. D. 1821.

[SEAL.]

RICHARD MINIFEE,
Dep. Cl'k.

For A. H. RENNICK,
Clerk.

STATE OF ARKANSAS,
County of Pulaski, sct.

I, Lemuel R. Lincoln, Clerk for the Circuit Court, and ex-officio Recorder for the county aforesaid, do hereby certify that the above and foregoing is a true, full and complete transcript from the record of deeds, mortgages, as the same appears in Record book "B," pages 31, &c., in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of my office at Little Rock, this 25th day of August, A. D. 1840, and in the year of the State the fifth.

[SEAL.] LEMUEL R. LINCOLN,
Clerk and ex-officio Recorder.

Filed December 7, 1844.

Exhibit marked V.

Know all men by these presents, that on this third day of January, in the year of our Lord one thousand eight hundred and forty, we, Roswell Beebe and Clarissa Elliott his wife, of the City of Little Rock, County of Pulaski, and State of Arkansas, for and in consideration of the sum of one dollar to us in hand paid at and before the ensealing and delivery of these presents by Chester Ashley, of the city, county, and State aforesaid, the receipt whereof is hereby acknowledged, as well as for divers matters and things set forth and contained in a certain instrument of writing made and executed by the said Beebe on the sixth day of July, A. D. eighteen hundred

and thirty six, and duly recorded on the first day of September of the year last aforesaid in the office of the Recorder in and for the county and State aforesaid, in Record Book "K," page 68, &c., reference being thereunto had will more at large appear, and upon the demand of the said Ashley, who alleges, represents and claims that the following described lots or parcels of land were heretofore conveyed to him, and that they were represented and designated upon the "first original plan" of the said city, as lots seven, eight, nine, ten, eleven and twelve, in block seventy-nine; lots one, two, three and eight in block thirty; lot nine in block one hundred and one; lots one and eight in block three; lots nine and ten in block four; lots seven and eleven in block one hundred and twenty-one; lots three, ten, eleven and twelve in block one; lot ten in block two; lots one, two, seven, eight and nine in block thirty-two; one, two, and three in block thirty-seven; lots four, five, six, seven, eight, nine, ten, eleven, twelve, one, two and three in block one hundred and fifty; lots one and two in block one hundred and thirty-nine; lots seven, eight, nine, ten, eleven and twelve in block one hundred and forty; lots one, two, three, four, five and six in block one hundred and forty-eight; lots one, two, three, four, five, six, eight, nine, ten and twelve in block forty-one; lot three in block ninety-six; lot three in block one hundred and twenty-two; lots one, five and nine in block one hundred and nineteen; lots one and eight in block one hundred and thirty-three; lots six and eleven in block one hundred and eighteen; lots one, two and five in block one hundred and fifty-one; lots three and eleven in block sixty, be the same in measurement more or less, and that he, the said Ashley, had acquired the same by virtue of a proper, regular chain of conveyances derived from, by, or under some one or more of the original owners and proprietors of the town (now city) of Little Rock, and having, in conformity with the express conditions and stipulations contained and expressed in the said instrument of writing, produced to the said Beebe such evidence in support of his claim to the several lots or parcels of ground as aforesaid, as he, the said Beebe, is willing under all the circumstancess connected with the same to consider and recognize as showing that he, the said Ashley, had heretofore claimed the same by virtue of a proper, regular chain of conveyances derived from, by, or under some one or more of the said original owners and proprietors of the said town as aforesaid.

Now, therefore, be it known that, in pursuance thereof, the said Beebe and wife do hereby declare and acknowledge to have this day and hereby remised, released, and quit-claimed, and by these presents do remise, release, quit-claim, assign, transfer, and set over unto the said Ashley, and unto his heirs and assigns forever, all and every of our and each of our right, title, interest, claim, and demand whatsoever, which we or either of us may, might, or shall have acquired in and to the said lots or parcels of ground, or any part, share, or parcel thereof, aforesaid, being only for so much of said lots or parcels of

land as may be embraced and included, either in whole or in part, within the boundaries of the express limits as defined and contemplated by the regular sectional, quarter sectional, or other legal subdivisional lines of the United States public surveys of the lots or south fractional parts (south of Arkansas River and west of the Quapaw line) of fractional section two, and the north fractional part (south of Arkansas River) of the northeast fractional quarter of fractional section three, in township one north, of range twelve west, and so assigned and set over by reason and means of the locations and entries and the issuing of the patents, as mentioned and expressed in the said instrument of writing, as aforesaid referred to; which said patents are hereby declared and acknowledged, by the said parties hereunto, to have been duly granted and issued, to and in the name of the said Beebe, by the United States, in pursuance of law, on the twenty-fifth day of September, A. D. 1839, and the same are now duly recorded in the county and State aforesaid, in record book L, pages 312 and 313, &c.

It being, however, expressly understood and agreed upon, by and between the parties hereto, that this instrument in writing shall only be held and considered, and is given and accepted, as being meant and intended only to relinquish and quit-claim to the said Ashley, his heirs and assigns, all such right, title, interest, and claim which the said Beebe and wife have obtained, or shall in any manner acquire, of, in, and to the said described lots or parcels of ground, in consequence of the said entries or locations, and the issuing of the said patents therefor, and none other whatsoever.

It being further fully understood that this relinquishment shall never be so considered or construed as in any manner to obligate the said Beebe to make and execute a similar one in reference to any other lot or square in the said city, but he reserves to himself full and ample power to make and execute, in every case, such a relinquishment only as to him, under the circumstances of the case, may seem right and proper to carry into effect the intention of the said Beebe, as expressed in his said covenant; and therefore and therefrom these presents further witness that the said Ashley, for himself, his heirs, and administrators, doth by these presents acquit and forever discharge the said Beebe and wife, their heirs, executors, and administrators, and therefore do hereby acknowledge and expressly declare that he voluntarily and of his own free will accepts and receives the quit-claim deed, as aforesaid, in full consideration and entire satisfaction of all *of all* and every of his or their right or claim under and by virtue of this instrument of writing, as aforesaid, or otherwise to claim, ask for, or demand any other or further deed or deeds of relinquishment or assurance whatsoever, of or from the said Beebe, or his heirs, executors, and administrators, for said lots of ground, or any part, parcel, or share thereof, by reason of any one or more deed, bond, or conveyances whatsoever, heretofore devised for the conveyance or transfer of the said lots, or any part thereof, subject to each

and all the conditions, restrictions, and limitations as expressed and contained in a certain instrument of writing executed by the said Beebe and wife to and in the name and alderman, and their successors in office, on the 26th day of December, A. D. 1839, and now duly recorded in the office of the Recorder in and for the county and State aforesaid, book L, page 332, &c.

And further, the said lots or parcels of land shall be at all times known as represented and designated upon a plan executed and recorded by the said Beebe, on the 26th day of December, A. D. 1839, in the office aforesaid, book L, page 329, &c.

In testimony whereof, the said parties have hereunto set their respective hands and seals, the day and year first above written (lots one, two, and *three* in block thirty-seven interlined).

ROSWELL BEEBE. [SEAL.]
CLARISSA E. BEEBE. [SEAL.]
CHESTER ASHLEY. [SEAL.]

Signed, sealed, and delivered in presence of us,

SARAH A. VAN ASTIGNE,
CAROLINE A. ELLIOTT.

STATE OF ARKANSAS,
County of Pulaski, sct.

Be it remembered that, on this third day of January, in the year of our Lord one thousand eight hundred and forty, voluntarily appeared in person before me, Jesse Brown, a Justice of the Peace in and for the county and State aforesaid, the hereinbefore named Roswell Beebe and Clarissa Elliott, his wife, to me personally known, and personally acknowledged the foregoing instrument of writing for their act and deed, and that they had executed the same for the consideration and purposes therein mentioned and set forth, and that the lots of ground and premises therein mentioned and relinquished and quit-claimed to Chester Ashley therein mentioned, and to his heirs and assigns forever; she, the said Clarissa Elliott, being by me first made acquainted with the contents thereof, and by me privately examined, apart from, and in the absence of her husband, whether she executed the same voluntarily, and of her own free will, by voluntarily appearing before me, without compulsion or undue influence of her husband, acknowledged and declared that she executed the same voluntarily and of her own free will, and that she has signed and sealed the relinquishment of dower for the purposes therein contained and set forth, without compulsion or undue influence of her husband.

And also at the same time voluntarily appeared in person before me Chester Ashley, the grantee therein mentioned, to me personally known, and acknowledged the foregoing instrument of writing as for his act and deed, and that he had accepted and executed the same for the consideration and purposes therein mentioned and set forth.

In testimony whereof I have hereunto set my hand as Justice of the Peace, the day and year last aforesaid.

J. BROWN,
J. P.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Lemuel R. Lincoln, Clerk of the Circuit Court, and ex-officio Recorder of the county aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 22d day of September, A. D. 1841, and the same is now duly recorded in Record Book N, page 273, &c.

In testimony whereof I have hereunto set my hand and affixed the seal of my office, at Little Rock, the 22d day of September, in the year of our Lord one thousand eight hundred and forty-one, and of the Independence of the United States the sixty-sixth.

[SEAL.] LEMUEL R. LINCOLN,
Clerk and ex-officio Recorder.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Herndon Haralson, Clerk of the Circuit Court and ex-officio Recorder for the County aforesaid, do hereby certify that the annexed and foregoing four half sheets contain a true and complete copy of the aforesaid instrument of writing from Roswell Beebe and Clarissa Elliot, his wife, to Chester Ashley, as the same remains of record in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of my office at Little Rock, this 2d day of September, A. D. 1844, and of the Independence of the United States the 69th.

[SEAL.] H. HARALSON,
Clerk.
By J. A. HUTCHINGS,
D. C.

Filed December 7th, 1844.

Exhibit marked A, A.

UNITED STATES OF AMERICA,
Territory of Arkansas, County of Pulaski,
Big Rock Township, ss.

Francis Imbeau, *alias* Francis Imbot, of the age of fifty-six years, being duly sworn on the Evangelists of Almighty God, deposeth and saith that he resided at the place now occupied by Wright Daniels, from the year 1809 till the year 1815; the said place occupied by the said Wright Daniels is about four miles below the place called Little Rock.

And this deponent further saith that, some time in the summer of the year 1812 this deponent happened to be on the Little Rock

Bluff, when William Lewis and his family came down the Arkansas River in a canoe or pirogue, and landed on said Little Rock Bluff, on the south side of said river, near a spring branch, about half a mile above said Little Rock, and that said Lewis, wife, and children were sick, and said Lewis said that he (said Lewis) was also sick, and said Lewis then told this deponent that he had come there to drink the spring water, that the river water was not good, &c.: And this deponent further saith that he then saw in said Lewis's boat or canoe some pumpkins, which were then yellow, and some roasting ears, which this deponent believes the said Lewis brought down with him from up the river, as said Lewis had but just then come to said place, and there was then no clearing, or improvement, or cultivation at or near said place, the trees, bushes, grass, and earth then and there standing, growing, and being in their native state.

And this deponent further saith that within a few days after, perhaps ten or fifteen days, the said Lewis built a camp by sticking down two forks, and split or rove some boards, and put up on each side of said pole, leaving the two ends of said camp open, and the said camp being only high enough for a person to enter at the ends stooping or half bent; and said Lewis laid two logs on the ground under said camp, and laid some boards across said logs, on which said Lewis made his bed; which said camp was the only camp or shelter which said Lewis built or had on said place, as this deponent was often there, and saw and had an opportunity of well knowing.

And further, this deponent saith that about twenty or twenty-five days after said Lewis first landed at said place, some of the Quapaw Indians came up, and saw said Lewis encamped at said place, and the Indians held a council, and the big chief of said Quapaws applied to this deponent as interpreter, to inquire of said Lewis the reason why he came there, and to tell said Lewis to go away; and this deponent went with said Indians to said Lewis's camp, at the place aforesaid, and by the direction of said Indian chief told said Lewis what said Indians had said; to which said Lewis replied that he did not come to settle there or to make corn, that he came there to drink the water, that his family were sick, and that as soon as they got well he should go away; to which the Indians consented, that they might stay while they were sick, but no longer, or not to live there to make corn as a settler.

And this deponent further saith that said Lewis, while he staid there, encamped as aforesaid, got his living sometimes from one place, and sometimes from another; that he got some from John Hynam's, some from William Mabbitt's, and some from this deponent, and some corn and pumpkins from up the river, which the said Lewis brought down in a canoe from near Jacob Pyatt's, as the said Lewis said.

And this deponent further saith that some time in that fall the said Lewis and family started up the river with William Mabbitt, John Hynam, and Joseph Du Chasin, to go hunting and salting buffalo up

Finche Lafau, as they said, and they were gone a month or two; and when said Lewis and family came back, he and his family encamped near said Mabbitt's, said Mabbitt then living on the south side of said Arkansas River, near the Big Rock, and said Lewis and family remained encamped there during that winter, and in the next spring, being in the year 1813, said Lewis worked some for said Mabbitt, and, as it was said, undertook to make a crop for said Mabbitt on the place where Lemuel R. Currin now lives, and on which the said William Mabbitt then lived in said year 1813, lies on the north side of the Arkansas River, on the north bank of said river.

And the said William Lewis lived there at said place, near said Mabbitt's, and a part of the time in the house with said Mabbitt, till some time in the summer of the year 1813, said Lewis being jealous of said Mabbitt; and said Lewis and said Mabbitt had a great quarrel, and said Lewis also quarrelled with his wife, and they parted, and the said Lewis's wife and children remained at and near said Mabbitt's, and said Lewis started to go down the river; and as the said Lewis was on his way he slept at this deponent's house, and this deponent was then building a chicken-house, on seeing which the said Lewis observed to this deponent, that if he wanted any boards to put on to said chicken-house, that he, said Lewis, had left some good boards at the camp on the bluff, by the spring branch, as before described, and that if this deponent was a mind to go after, that he might have them and welcome; and in a few days after, perhaps four or five days, this deponent went up to said camp where said Lewis was encamped as aforesaid in the year 1812; the deponent found the brush and grass and stuff grown up about said camp, and among said brush and stuff, and around the forks of said camp were some pumpkin-vines, and some cucumber-vines, which appeared to have come up from seeds accidentally fallen there, which said vines had partly run up the fork, and on to said camp, on which he saw some American pumpkins, say one or two or three, about the size of this deponent's fist, and also some cucumbers, say three or four, perhaps as long as this deponent's finger, of which this deponent eat some, and carried one or two home.

And this deponent took with him the boards from said camp, and left there little else than the forks of said camp, and no other clearing or improvement except the clearing of the spot on which said camp was built and the stumps of two or three trees which appeared to have been cut for firewood, and one pine-tree cut for boards.

And this deponent further says, that the trees and bushes were standing and growing on the same and in the same form as in the native forest or woods, and that there was not there or within more than one mile of that place, on the south side of said Arkansas River, any cleared ground, or field, or fence, or rails, or fenced field, or improved plan, or improvement, except said camp as aforesaid.

And this deponent further saith, that he was often there and over and about said bluff, and is certain that had there been any clearing

there or improvement, except said camp as aforesaid, that he must have seen it. And this deponent further saith, that said Lewis, wife, and children lived at said Mabbitt's, or encamped near said Mabbitt's field as aforesaid, and said Lewis was about some time, as it was said, trying to get his wife to live with him again, but that she would not, and after awhile, this deponent thinks in the month of May of that year (1814), the said Lewis forcibly took away two of his children from his said wife, then staying near said Mabbitt's, about which there was much noise at the time, and soon after the said Lewis made up the difference with his said wife, and said Lewis and his wife and children soon after went down the Arkansas River, and as this deponent believes, went out of the country. And this deponent says, that in the spring of the year 1814, said Lewis, wife, and family lived or stayed at said Mabbitt's till said Lewis started down the river with his wife and went out of the country as aforesaid.

And this deponent further saith, that Peter Franks and family came up the river at the same time with Col. Edmund Hogan in the month of March of the year 1814, and this deponent saw them when they were coming up the river, and that said Franks undertook to make a place or field about a quater of a mile below where Col. Hogan settled opposite the Little Rock, and soon after said Franks moved up on the Little Rock Bluff near said Spring Branch, near where said Lewis built the camp in the year 1812, and the said Franks built a camp a little larger than the camp which said Lewis had built as aforesaid, and said Franks remained there till about the month of August.

And the said Quapaw Indians also objected to said Franks living there, and during the time in which said Franks remained he cleared and improved a field about three-quarters of a mile below the Little Rock, and the same distance in the present Indian lands as now held by the Quapaw Indians, which said field or place is on the land which said Quapaw Indians had given to this deponent's father, and had afterwards given to this deponent, and which said lands this deponent then claimed, and this deponent then told said Franks that he so claimed said land, and the said Franks told this deponent that he wanted to raise some corn there to eat, and that he did not claim the land, and the said Franks raised corn on said place or field below said Little Rock, and on the east side of the present Indian boundary line about three-fourths of a mile. And when the corn was growing and or said land, the said Franks sold the same to Wright Daniels and received a rifle gun in payment, and the said Frank moved away and went back to Cape Girardeau, as this deponent understood.

And this deponent was often at said Franks' camp on said Little Rock Bluff, near said Spring Branch, while said Franks was encamped there, and this deponent saith that said Franks only built said camp as aforesaid, and that he did not clear any ground, make any fence, or cultivate any ground, or plant any corn or vegetables near said camp, or on said Little Rock Bluff, that came to maturity, and this

deponent is certain that if the said Franks had raised any corn or vegetables or garden stuff that he must have seen it.

And this deponent further saith, that Elisha White came up the river at the same time with Col. Hogan, and Mr. White came by land, and Mr. White and family went up to the Big Rock to live with Mr. Wright Daniels for three or four months, and while he lived there, he cleared a place on the north side of the Arkansas River, between the place where Col. Hogan lived, and the place where Lemuel R. Currin now lives, and some time in the summer of that year, the year 1814, the said Elisha White got sick and moved down on the Little Rock Bluff, near the spring branch aforesaid, and near where said Franks was then encamped, and near where said Lewis had built the said camp in the year 1812; and soon after the said Quapaw Indians and the Big Chief of said Indians came to this deponent and complained about the said White's being at the said place, and this deponent started to go up to see the said White, and met the said White on the way, and this deponent told said White what the Indians had said, and the said White told this deponent to tell the Indians that he, said White, wanted to stay to drink the water, that he did not want to stay to make corn, or anything of the kind, that he had got sick, and that he only wanted to stay to drink the water to cure him; which this deponent told to said Indian chief and other Indians, and they said very good, that he might stay to drink the water.

And also, the said White wanted to build a pen to put his calves in, to which the Indians consented; and the said White remained till the month of September, when said White left said place and moved back to Cape Girardeau, as this deponent was informed.

And this deponent further saith, that said White while living on said Little Rock Bluff as aforesaid, did not cultivate any ground on said Little Rock Bluff, nor raise any corn, vegetables, or garden stuff; that the earth was unbroken by any cultivation on said Little Rock Bluff, and about where said White lived as aforesaid; and this deponent further saith, which he before did not recollect, that is, that said Franks, while encamped on said Little Rock Bluff as aforesaid, came down on to the lower or easterly side of said spring branch and worked a part of a day fixing to build a cabin and cut some logs, when this deponent saw said Franks, and this deponent said to said Franks, you build one house, by and by the Indians make you go—to which said Franks replied that he would not build any house, that by and by the Indians might drive him off and that he should lose his work, and that he should go away to the place where he came from.

And this deponent further saith, that the said Quapaw Indians have claimed, and owned, and possessed the lands on said Little Rock Bluff, and for a long distance above and below the same on the north side of the Arkansas River, and that they had so owned and possessed it ever since this deponent's remembrance, and until the year 1818,

when they gave it up to the Americans as far east as the Little Rock.

And further, this deponent saith that about a week or ten days ago, Mr. Wright Daniels sent his negro man to this deponent's house requesting this deponent to come early next day to said Daniels' house, and this deponent went and found William Russell there, and said Russell asked this deponent many questions about William Lewis having lived on the Little Rock Bluff, and this deponent then gave his deposition to said Russell, and this deponent hath since been told that it had been reported that in said deposition given to said Russell that this deponent had deposed many things—such as that said Lewis cultivated corn on said Little Rock Bluff in said year 1812, and that this deponent had eaten roasting ears which had been raised there by said Lewis; and this deponent further saith, that if any such facts are stated in said deposition as given to said Russell more than stated in this deposition, this deponent saith that the same was not read to him when said deposition or paper was read to him, and is different from what he made oath to when sworn by James C. Newell, Esq., the Justice of the Peace before whom this deponent gave said deposition as aforesaid.

And further this deponent saith not.

his
FRANCIS + IMBEAU.
mark.

The words "Franks" and "in" on the sixth page, and the words "had deposed," on the eighth page, interlined before signing, and also the word "then" on the fifth page.

UNITED STATES OF AMERICA,
Territory of Arkansas, County of Pulaski,
Big Rock Township, ss.

The foregoing deposition of eight pages sworn and subscribed to before me, Matthew Cunningham, a Justice of the Peace within and for Big Rock Township, in the County aforesaid, this 16th day of September, A. D. 1820.

Given under my hand and seal the day and date above written.

M. CUNNINGHAM, [SEAL.]
J. P.

And the said Francis Imbeau, in addition to the foregoing deposition, being duly sworn, saith: That the said Peter Franks, in the spring of the year 1814, as aforesaid, when said Franks was about to go down below said Little Rock to make the field, or to clear the place to make the corn as aforesaid, that this deponent said to said Franks, "Mr. Franks, you must not be here; this land the Indians

gave to my father, and when my father died they gave it to me. If I let you make the corn here, by and by you claim the land."

To which said Franks replied: "No, no, Mr. Imbeau, I don't wish to claim the land; I don't wish to settle here; I don't wish to dispute or take your land; I never intended to settle here; I did not come to this side to settle; I only came for the water; I would not live in this country on this river; I only want to raise some corn to eat while I stay. I want you to let me raise this crop on your land, and then I shall go away back where I came from." To which this deponent replied to said Franks, that he might raise the corn, and take it away, if he (the said Franks) would then go away, as he had stated he would; and the said Franks did raise corn on said place, and afterwards sold it to Wright Daniels as aforesaid; but the said Franks did not sell the land, or pretend to claim or sell the same. And the said Franks did go away back to Cape Girardeau, as it was said, and remained till the year 1818, when said Franks and his family moved down and crossed the Arkansas River near said Little Rock, and went, as this deponent is informed and believes, to the State of Louisiana, where said Franks, it is said, now lives, or did live when he was last heard from within this deponent's knowledge.

And this deponent further saith, that this deponent's father had cleared and improved a part of the same place where said Franks raised said corn as aforesaid some years before said Franks raised said corn as aforesaid, and this deponent's father continued to hold and claim the same till his death. And this deponent further saith that he, this deponent, is now in possession, holding said place and land where said Franks raised said corn as aforesaid. And this deponent further saith, that the Indians gave said land at and about where said Franks raised said corn, to this deponent's father about twenty-eight years ago.

And this deponent further saith, that the clearing of said place where said Franks raised said corn as aforesaid, was on a part of said plan, only clearing away the brush which had grown up where this deponent's father had before cleared.

And this deponent further saith, that within a year past William Russell applied to this deponent, and requested this deponent to sell to him, said Russell, the place where said Franks raised said corn, and all other of this deponent's improvements about there; but this deponent refused to sell.

And further this deponent saith not.

his
FRANCIS + IMBEAU.
mark.

The words "on your land" on the preceding page, interlined before signing.

Sworn and subscribed to before me, Matthew Cunningham, a

Justice of the Peace within and for said Big Rock Township, in said County of Pulaski, this 18th day of September, A. D. 1820.

Given under my hand and seal the day and date above written.

M. CUNNINGHAM, [SEAL.]
J. P.

Filed September 1st, 1845.

Exhibit B.

Filed April 1st, 1845.

A Record of the Pre-emption Claims made before Hartwell Bunell, Register, and John Trimble, Receiver for the District of Lawrence County, in the Territory of Arkansas, commencing on the first day of August, 1820, *and ending on the* 16*th day of October,* 1820, *at Davidsonville,* 22*d Sept.*

No.	Pre-emption claimants.	Township.	Range.	Section.	Quarter section.	Fractional section.	Fractional quarter section.
		1 N.	12 W.	2	—	—	N. W .qr.
		1 N.	12 W.	2	—	—	S. W. qr.
		1 N.	12 W.	3	—	—	N. E. qr.
148	Benj. Murphy.						

Evidence.—By the deposition and affidavit duly authenticated, presented and filed, as relates to this improvement of Francis Imbeau, it appears that William Lewis settled upon this improvement either in the year 1811 or 1812, and in one of those years built a kind of cabin, and raised garden vegetables, &c. Edmond Hogan states that the place has been in a state of cultivation every year since 1814. By the deposition of John Bebil, duly authenticated and filed, it appears that he saw Lewis on the place in 1814, and in that year he saw a crop of indigo growing. James C. Newell states that this improvement lies upon the N. E. fraction of section 3, and the claimant entered the two small adjoining fractions, all being less than a quarter section.

Legal transfers *was* produced, first from William Lewis to Elisha White, and from White's legal representative (viz., his wife, Martha White) to the present claimant. Edmond Hogan states that in the early part of March, 1814, he removed to the Arkansas River, and settled immediately opposite this improvement; that at that time Lewis was living at a Mr. Mabbitt's, near the place that he improved, called the Little Rock, and in that spring he removed somewhere to the upper part of the then Territory of Missouri. During the time he resided there he improved the place by building a kind of cabin,

gave to my father, and when my father died they gave it to me. If I let you make the corn here, by and by you claim the land."

To which said Franks replied: "No, no, Mr. Imbeau, I don't wish to claim the land; I don't wish to settle here; I don't wish to dispute or take your land; I never intended to settle here; I did not come to this side to settle; I only came for the water; I would not live in this country on this river; I only want to raise some corn to eat while I stay. I want you to let me raise this crop on your land, and then I shall go away back where I came from." To which this deponent replied to said Franks, that he might raise the corn, and take it away, if he (the said Franks) would then go away, as he had stated he would; and the said Franks did raise corn on said place, and afterwards sold it to Wright Daniels as aforesaid; but the said Franks did not sell the land, or pretend to claim or sell the same. And the said Franks did go away back to Cape Girardeau, as it was said, and remained till the year 1818, when said Franks and his family moved down and crossed the Arkansas River near said Little Rock, and went, as this deponent is informed and believes, to the State of Louisiana, where said Franks, it is said, now lives, or did live when he was last heard from within this deponent's knowledge.

And this deponent further saith, that this deponent's father had cleared and improved a part of the same place where said Franks raised said corn as aforesaid some years before said Franks raised said corn as aforesaid, and this deponent's father continued to hold and claim the same till his death. And this deponent further saith that he, this deponent, is now in possession, holding said place and land where said Franks raised said corn as aforesaid. And this deponent further saith, that the Indians gave said land at and about where said Franks raised said corn, to this deponent's father about twenty-eight years ago.

And this deponent further saith, that the clearing of said place where said Franks raised said corn as aforesaid, was on a part of said plan, only clearing away the brush which had grown up where this deponent's father had before cleared.

And this deponent further saith, that within a year past William Russell applied to this deponent, and requested this deponent to sell to him, said Russell, the place where said Franks raised said corn, and all other of this deponent's improvements about there; but this deponent refused to sell.

And further this deponent saith not.

his
FRANCIS + IMBEAU.
mark.

The words "on your land" on the preceding page, interlined before signing.

Sworn and subscribed to before me, Matthew Cunningham, a

Justice of the Peace within and for said Big Rock Township, in said County of Pulaski, this 18th day of September, A. D. 1820.

Given under my hand and seal the day and date above written.

M. CUNNINGHAM, [SEAL.]
J. P.

Filed September 1st, 1845.

Exhibit B.

Filed April 1st, 1845.

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148	Benj. Murphy.						

Evidence.—By the deposition and affidavit duly authenticated, presented and filed, as relates to this improvement of Francis Imbeau, it appears that William Lewis settled upon this improvement either in the year 1811 or 1812, and in one of those years built a kind of cabin, and raised garden vegetables, &c. Edmond Hogan states that the place has been in a state of cultivation every year since 1814. By the deposition of John Bebil, duly authenticated and filed, it appears that he saw Lewis on the place in 1814, and in that year he saw a crop of indigo growing. James C. Newell states that this improvement lies upon the N. E. fraction of section 3, and the claimant entered the two small adjoining fractions, all being less than a quarter section.

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and clearing some land. Before he removed away he sold his improvements to Elisha White, who removed on it and remained there but a short time, and sold it to Wright Daniel, who removed on it. Daniel remained on it perhaps six or seven months, and sold it to Reuben Blunt. Blunt remained on it perhaps a year or two, and sold it to Benjamin Murphy, who has claimed it ever since.

Evidence of James C. Newell was produced of a general power of attorney from Murphy to William Trimble, and a deed from Trimble to Russell was shown for this improvement.

REGISTER'S OFFICE, *Batesville,*
March 26th, 1845.

Confirmed or rejected.—Granted to Benj. Murphy, the power of attorney to Trimble not being considered *legal.*

I hereby certify that the above is a true copy of the record in this office of the foregoing.

ROBT. C. NEWLAND,
Register.

"Copy Exhibit A."

REGISTER'S OFFICE, *Arkansas Land Dist., Sept.* 1, 1821.

Cash Dr. to sales of public lands:—

For this amount received by the Receiver of Public Monies, for the following lands sold at private sale, under the law of the 12th April, 1814, granting pre-emption to the following named persons:—

No. 1. To Mary Dickson, of Clark County, A. T., for east half of S. E. quarter of section No. 30, township No. 7, of range No. 22, containing 80 acres, at the value of $1 25 an acre	$100 00	
No. 2. To ditto, for S. W. quarter of section 29, township No. 7, of range No. 20, containing 160 acres, at the rate of $1 25 per acre	200 00	
No. 3. To ditto, for W. h. N. W. qr. of section 29, township No. 7, of range No. 20, containing 80 acres, at the rate of $1 25 an acre	100 00	
		$400 00
No. 4. To Adam Stroud, for E. h. N. E. qr. of section No. 28, township No. 7, of range No. 21, containing 80 acres, at the rate of $1 25 an acre		100 00
No. 5. To Jacob Backman, for E. h. S. E. qr. of section No. 36, township No. 6, of range No. 20, containing 80 acres, at the rate of $1 25 an acre	100 00	
No. 6. To ditto, for E. h. N. E. qr. of section No. 1, township No. 7, range No. 20, con-		

taining $78\frac{17}{100}$ acres, at the rate of $1 25 an acre 97 57½

No. 7. To ditto, for N. E. qr. of section No. 31, township No. 7, of range No. 20, containing 160 acres, at the rate of $1 25 an acre 200 00

397 57½

No. 8. To John Backman, W. h. N. W. qr. of section No. 13, township No. 8, of range No. 20, containing 80 acres, at the rate of $1 25 an acre 100 00

No. 9. To Sam'l Parker, for frac. sec. No. 9, township No. 7, of range No. 19, containing $19\frac{16}{100}$ acres, at the rate of $1 25 an acre . 23 82¾

No. 10. To ditto, for E. h. S. E. qr. of section No. 7, township No. 7, of range No. 19, containing $79\frac{984}{100}$ acres, at the rate of $1 25 an acre 99 98

123 80¾

No. 11. To James Stephenson, for S. E. and N. E. qr. of section No. 26, township No. 6, of range No. 20, containing 320 acres, at the rate of $1 25 an acre 400 00

No. 12. To ditto, for the W. h. S. E. qr. of section No. 23, township No. 6, of range No. 22, containing 80 acres, at the rate of $1 25 an acre 100 00

500 00

No. 13. To Jacob Backman, for the S. W. qr. of section No. 36, township No. 6, of range No. 20, containing 160 acres, at the rate of $1 25 an acre 200 00

No. 14. To Jacob Backman, for the W. h. S. E. qr. of section No. 36, township No. 6, of range No. 20, containing 80 acres, at the rate of $1 25 an acre 100 00

No. 15. Ditto, for the N. E. qr. of section No. 36, township No. 6, of range No. 20, containing 160 acres, at the rate of $1 25 an acre 200 00

No. 16. Ditto, for the E. h. N. W. qr. of section No. 36, township No. 6, of range No. 20, containing 80 acres, at the rate of $1 25 an acre 100 00

No. 17. Ditto, for the N. W. qr. of section No. 1, township No. 7, of range No. 20, containing $155\frac{61}{100}$ acres, at the rate of $1 25 an acre 194 51¼

No. 18. Ditto, for the W. h. N. E. qr. of section No. 1, township 7, of range No. 20, containing $78\frac{170}{100}$ acres, at the rate of $1 25 an acre	97 71¼	
		692 22½
No. 19. To Stephen Vaughan, of Hempstead County, A. T., for the W. h. S. E. qr. of section No. 12, township No. 10, of range No. 22, containing 80 acres, at the rate of $1 25 an acre	100 00	
No. 20. Ditto, for the N. E. qr. of section No. 13, township No. 10, of range No. 22, containing 160 acres, at the rate of $1 25 an acre	200 00	
No. 21. Ditto, for E. h. S. W. qr. of section No. 12, township No. 10, of range No. 22, containing 80 acres, at the rate of $1 25 an acre	100 00	
		400 00
No. 22. To Eli Sanford, for the W. h. S. E. qr. of section No. 5, township No. 8, of range No. 22, containing 80 acres, at the rate of $1 25 an acre		100 00

I, William W. Stevenson, Register of the United States Land-office at Little Rock, Arkansas, give the foregoing as an exact copy from pages one and two of the Journal of said Register's office, all of which described lands appear to have been entered and paid for by the persons above named, on the first day of September, A. D. eighteen hundred and twenty-one, and in answering the interrogatory now propounded (64th), I say that the books of said Register's office show that the above twenty-two pre-emption rights on lands situate south of the Arkansas River, in the (now) State of Arkansas, were granted and allowed under the act of Congress of April 12th, 1814, to the persons above named, and that the said lands were entered and paid for under right of said pre-emption on the first day of September, A. D. eighteen hundred and twenty-one; but I am not now able to state what other pre-emption rights north of the said river, if any, were afterwards allowed under said act of Congress, nor can I find any record in said Register's office showing whether or not the lands so entered under said pre-emption rights have been patented or (not?) by the United States.

Exhibit D.

This deed, made and entered into by and between Benjamin Murphy and Miranda Murphy, his wife, of the county of Pulaski, and William Trimble, of the county of Arkansas, and Town-

send Dickinson, of the county of Lawrence, all of the Territory of Arkansas, of the one part, and first party to the deed, and William Russell, of the county of Saint Louis, in Missouri Territory, of the other and second part, and party to this deed, witnesseth that the said party of the first part, for and in consideration of the sum of two thousand dollars cash, to them in hand paid by the said party of the second part (to wit, one thousand thereof to the said Benjamin, five hundred dollars thereof to the said William Trimble, and five hundred thereof to the said Townsend Dickinson), the receipts of which payments are hereby acknowledged; for which said sum and consideration so paid they, the said party of the first part, have granted, bargained, sold, and quit-claimed, and do by these presents grant, bargain, sell, and quit-claim to the said party of the second part, and to his heirs and assigns forever, all the right, title, claim, interest, and estate of them, the said party of the first part, of, in and to one equal undivided half-part of a tract or parcel of land, containing about the quantity of two hundred acres (be the same more or less), being the whole of the southwest and northwest fractional quarters of section number two, and northeast fractional quarter of section number three (lying south of the Arkansas River), in township number one, north of the base line in range number twelve, west of the fifth principal meridian, situate in the county of Pulaski, aforesaid, bounded on the east by the Quapaw Indian boundary line, on the north by the Arkansas River, on the south and west by the southern and western boundaries of the aforesaid fractional quarter section; and the aforesaid party of the first part, for the same consideration, hereby grant, bargain, sell, and quit-claim to the said party of the second part, and to his heirs and assigns forever, one equal undivided half part of the pre-emption right of William Lewis, situate upon the lands aforesaid, or other lands adjoining the same, and the right of preference of him, the said William Lewis, to purchase the aforesaid lands, or other lands adjoining the same; and the said party of the first part does by these presents covenant and engage to warrant and forever defend the right and title of one equal undivided half-part of all and singular of the lands aforesaid, with all and singular of the rights and privileges and appurtenances thereon or thereunto, and one equal undivided half-part of the aforesaid pre-emption right and right of preference (originally owned by the aforesaid William Lewis) in becoming the purchase (er ?) from the United States of the lands aforesaid, or any part thereof, with other adjoining lands and *appurtenances* thereunto belonging, against any future claim or demand whatever, in either law or equity, of them, the said party of the first part, or either of them, their heirs or representatives, to the only proper use, benefit and behoof of him, the said party of the second part, his heirs and assigns forever.

To have and to hold to him, the said party of the second part, and to his heirs and assigns forever, one full, equal, and undivided half-part of all and singular of the lands, pre-emption right, and right

of preference aforesaid, with one equal half-part of all and singular of the rights, *privileges*, and appurtenances thereon or thereunto belonging.

This deed being made upon this express condition, that he, the said party of the second part, being well acquainted with the right and title of the said party of the first part to the lands, pre-emption rights, and appurtenances aforesaid, and as such takes the right and title of the said party of the first part (warranted, as aforesaid, against any future claim or demand of themselves, their heirs or representatives, and not against any other title or claim), at the entire risk and hazard of him, the said party of the second part, in every other respect, without any recourse whatever to them, the said party of the first part, for consideration-money, costs, interest, or damages, in case the title to said lands should altogether fail, or said pre-emption right fail to hold or cover any part or the whole of the lands aforesaid, at other lands *other lands* adjoining the same.

In testimony whereof, and of every part whereof, the said party of the first part have hereunto set their hands and seals the sixth day of October, in the year of our Lord one thousand eight hundred and twenty.

BENJAMIN MURPHY. [SEAL.]
MARANDA MURPHY. [SEAL.]
W. TRIMBLE. [SEAL.]
TOWNSEND DICKINSON. [SEAL.]

Signed, sealed and delivered in presence of us witness (es ?).
JOSEPH HARDIN,
SPENCER CROUCH.

I, James Lemmon, one of the Judges of the Court of Common Pleas in and for the county of Pulaski, in the Territory of Arkansas, hereby certify to all whom it may concern, or to whom these presents shall come, that Benjamin Murphy personally appeared before me, and acknowledged that he had signed, sealed, and delivered the foregoing deed and instrument of writing, for the purposes therein mentioned and contained, and further certify that Miranda Murphy also this day personally appeared before me, and after being made acquainted with the contents of the foregoing deed and instrument of writing, she, separate and apart from her husband, acknowledged that she had signed, sealed, and delivered the same of her own free will, not influenced to it from fears, threats, coercion, or undue influence of or from her said husband, and that thereby she released all her estate and rights of dower in and to the lands conveyed in and by the foregoing deed and instrument of writing.

Given under my hand and seal at Cadeau, in said County of Pulaski, this 18th day of May, in the year 1821.

JAMES LEMON. [SEAL.]

I, Andrew Scott, one of the Judges of the Superior Court in and over the Territory of Arkansas, hereby certify that William Trimble and Townsend Dickinson, each, this day personally appeared before me and acknowledged that they had each severally signed, sealed, and delivered the foregoing deed for the purposes therein mentioned and contained.

Given under my hand at Little Rock the 23d day of June, in the year 1821.

ANDREW SCOTT.

Arkansas Territory, ss.

I, Richard Minifee, Deputy Clerk for Alexander H. Rennick, Clerk of the Court of Common Pleas, and ex-officio Recorder in and for Pulaski County, do hereby certify that the within deed was produced to me in my office on the morning of the twenty-fifth day of June, A. D. 1821, and is truly recorded in book B, page 18, &c.

In testimony whereof, I have hereunto set my hand and affixed the seal of said county at office, this sixth day of July, in the year 1821.

[SEAL.] RICH'D MINIFEE,
Dep. Clk.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Lemuel R. Lincoln, Clerk of the Circuit Court, and ex-officio Recorder for the county aforesaid, do hereby certify that the above and foregoing is a true, full, and complete transcript from the record of deeds, mortgages, &c., as the same appears in record book "B," page 18, &c., in my office.

In testimony whereof, I have hereunto set my hand and
[SEAL.] affixed the seal of my office at Little Rock, the 25th day of August, A. D. 1840, and in the year of the State the fifth.

Filed December 7, 1844.

Exhibit C.

This Indenture, made and entered into this 15th day of September, in the year 1820, between Benjamin Murphy, of the Territory of Arkansas, of the first part, and William Trimble and Townsend Dickinson, of the Territory aforesaid, of the second part, witnesseth: That the party of the first part, for and in consideration of the professional services of the said party of the second part heretofore and hereafter to be rendered, and for and in consideration of the sum of five hundred dollars to the said party of the first part paid in hand, the receipt whereof he doth hereby acknowledge, hath this day granted, bargained, and sold, and by these presents doth grant, bargain, sell, and convey, unto the said party of the second, one equal

undivided half of all the right, title, and claim of him, the said party of the first part, in and to a certain pre-emption right lying and being in the County of Pulaski, and Territory aforesaid, on the south side of the Arkansas River, at a place called the Little Rocks, which place was settled by William Lewis, and by him sold to one Elisha White, and by him to Reub. Daniel, and by him to Reuben Blunt, and by him to the said party of the first part: To have and to hold the said undivided half of said claim to the said party of the second part, their heirs and assigns, forever, without any warranty or responsibility on him, the said party of the first part, whatsoever.

In testimony whereof, the said party of the first part hath [SEAL.] hereunto set his hand and affixed his seal the day and date above written.

BENJAMIN MURPHY. [SEAL.]

Written witness,
JAMES LEMON, and
N. O. LANE.

Arkansas Territory, ss.

I, Alexander H. Rennick, Clerk of the Circuit Court for the County of Pulaski, do certify that the foregoing deed was produced to me in my office on the fifteenth day of September, one thousand eight hundred and twenty, and was acknowledged by Benjamin Murphy, the grantor therein named, to be his act and deed, for the purposes contained in said deed, to be the estate of William Trimble and Townsend Dickinson, and to their heirs and assigns.

In testimony whereof I have hereunto set my hand and private seal, there being no public seal yet provided, this the day and year first above written.

[SEAL.]

A. H. RENNICK,
Clerk, &c., C. C.

PULASKI COUNTY,
Arkansas Territory, ss.

I, Alexander H. Rennick, Clerk of the Circuit Court, and ex-officio Recorder in and for the county aforesaid, do certify that the within instrument of writing was produced to me in my office, on the 15th day of September, in the year of our Lord eighteen hundred and twenty, and was on the thirtieth day of the same month truly recorded in book A, page 253, &c.

In testimony whereof I have hereunto set my hand and affixed my private seal, there being no public seal yet provided, this thirtieth September, in the year eighteen hundred and twenty.

[SEAL.]

A. H. RENNICK,
Clerk.
By R. MINIFEE,
D'y.

I, Alexander H. Rennick, Clerk of the Circuit Court and ex-officio Recorder in and for the County of Pulaski, in the Territory of Arkansas, do by these presents appoint Richard Minifee, of the town of Cadeau, Deputy Clerk of the Circuit Court, and ex-officio Recorder for the county aforesaid during my pleasure, hereby vesting him with full power to sign my name official to any papers in said office on record which it may be necessary for him so to do. Done at Cadeau this 29th day of September, 1820.

A. H. RENNICK.

I, Neal McLane, Judge of the Pulaski Circuit, do hereby approve of the above appointment this 29th September, 1820.

N. McLANE.

Pulaski County, ss.

This day personally appeared the within named Richard Minifee before me, Neal McLane, Judge of the second Judicial District, and took the oath of office as Deputy Clerk of the Circuit Court for the County aforesaid.

Given under my hand this 30th September, 1820.

N. McLANE.

Arkansas Territory, ss.

I, Richard Minifee, Deputy Clerk of the Circuit Court, and ex-officio Recorder in and for the county of Pulaski and Territory aforesaid, do certify that the within appointment, approbation and oath, were produced to me in office, on the thirtieth day of September, in the year eighteen hundred and twenty, and were on the same day recorded in Book A, page 254 and 5.

In testimony whereof I have hereunto set my hand and affixed my private seal, there being no public seal yet provided, the date above written.

[SEAL.]

RICHARD MINIFEE,
Dep. Cl'k and ex-off. Rec.

THE STATE OF ARKANSAS,
Pulaski County, ss.

I, Herndon Haralson, Clerk of the Circuit Court, and ex-officio Recorder of said county, do certify that the foregoing is truly copied from record A, pages 253, 254, and 255, in said Recorder's office.

In testimony whereof I do hereunto set my hand and the seal of

said court, that being the seal of my office of Recorder, this 11th day of July, A. D. 1844.

[SEAL.] H. HARALSON,
Clerk.

By G. THOMPSON,
D. C.

Filed December 7, 1844.

Exhibit R.

This deed, made and entered into by and between Chester Ashley and Mary W. W. Ashley, his wife, of the Town of Little Rock, in the Territory of Arkansas, of the one part, and William Russell, of the County of St. Louis, in the State of Missouri, of the other part, witnesseth: That the said Chester Ashley, and Mary W. W. Ashley, his wife, for and in consideration of six hundred and ten dollars, current money of the United States, to them in hand paid by the said Russell, the receipt of which payment is hereby acknowledged, have granted, bargained, and sold, and do by these presents grant, bargain, and sell to the said William Russell, and to his heirs and assigns forever, all and singular of the following described lots and half squares and pieces of land situate in the aforesaid Town of Little Rock, designated upon the plat (of record) of said town as follows, to wit: lots number one, three, and four, in block number eighty-one in said Town of Little Rock; also, half square numbered and designated on the said plat of said town as No. 344, supposed to contain about one acre of land, be the same more or less, bounded on the north by North Street, on the south by Water Street, on the east by West Main Street, and on the west by Arch Street; also, one other half (or fractional half square designated in said plat of said town by letter B, supposed to contain about one acre of land), be the same more or less, bounded on the north by the Arkansas River, on the south by North Street, on the east by Arch Street, and on the west by Gaines Street.

To have and to hold and singular of the aforesaid lots, tracts, half and fractional half squares of land, as hereinbefore designated, described, limited, bounded, together with all the rights, privileges, and appurtenances thereunto, and to every part and parcel thereof, in anywise belonging, to the only and entire use, benefit, and behoof of him, the said William Russell, his heirs and assigns, forever.

In testimony whereof, the said Chester Ashley and Mary W. W. Ashley have hereunto set their hands and seals the 2d day of January, in the year 1823.

CHESTER ASHLEY. [SEAL.]
MARY W. W. ASHLEY. [SEAL.]

Signed, sealed, and delivered in presence of
M. CUNNINGHAM,
CATHERINE E. BATES.

I, the undersigned, one of the Justices of the Peace in and for the County of Pulaski, in the Territory of Arkansas, hereby certify that Chester Ashley, and Mary W. W. Ashley his wife, each, this day personally appeared before me, and the said Chester Ashley acknowledged that he had signed, sealed, and delivered the foregoing deed and instrument in writing to William Russell, for the purposes it mentions and contains; and the said Mary W. W. Ashley, after being by me made acquainted with the contents of said deed separate and apart from her husband, acknowledged that she had voluntarily signed, sealed, and delivered the same of her own free will, not influenced to it from fears, threats, coercion, or undue influence of or from her said husband, and that by said deed she had conveyed and released all her estate and right of dower in and to the lands or lots therein mentioned.

Given under my hand at Little Rock, the 2d day of January, in the year 1823.

M. CUNNINGHAM,
J. P.

TERRITORY OF ARKANSAS,
County of Pulaski, ss.

I, Sam'l Anderson, Clerk of the Pulaski Circuit Court, and ex-officio Recorder for said County, hereby certify that the within and foregoing deed or instrument of writing was produced to me in office on the 2d day of January, 1823, and that the same is now truly recorded in record of deeds, book C, page 63 & 4.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court at Little Rock, this 3d day of January, A. D. 1823, and of the Independence the 47th.

[SEAL.] SAM. ANDERSON,
Cl'k and ex-officio Recorder.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Herndon Haralson, Clerk of the Circuit Court, and ex-officio Recorder for the County aforesaid, do hereby certify that the foregoing contains a true copy of the deed of conveyance from Ashley and wife to William Russell, now of record in my office in record book C, page 63 & 4.

In testimony whereof, I have hereunto set my hand and affixed the seal of my office at Little Rock, the 8th day of July, A. D. 1844.

[SEAL.] H. HARALSON,
Clerk.

By J. A. HUTCHINGS,
D. Clerk.

Filed December 7, 1844.

Exhibit K.

This Indenture, made this twenty-second day of November, in the year one thousand eight hundred and twenty-one, between William Russell, of the County of Saint Louis and Territory of Missouri, and Henry W. Conway, Robert Crittenden, William Trimble, Robert C. Oden, Thomas P. Eskridge, and Joseph Hardin, of the Territory of Arkansas, all of the first part, and Chester Ashley of the territory aforesaid, of the second part, witnesseth :—

That the said parties of the first part, for value by the party of the first part received and paid them by the said party of the second part, the receipt of which is acknowledged by the said party of the first part, have granted, bargained and sold, and by these presents do grant, bargain, and sell unto the said party of the second part, and to his heirs and assigns, forever, the following described blocks and lots of land, situate, lying, and being on the south side of the Arkansas River, in the County of Pu- and Territory of Arkansas, being included in fractional section number two, and northeast fractional quarter of section numbered three, of township numbered one, north of the base line in range number twelve, west of the fifth principal meridian : the hereinafter described blocks and lots conveyed are in the town called Little Rock, and designated on a plat of the same, to be filed or recorded in the County of Pulaski, viz :—

The west half of block No. thirty-five (35) ; the east half of block No. thirty-four (34) ; the west half of block No. one (1) ; the north half of block No. seventy-nine (79) ; the west half of block No. eighty (80) ; lots No. 6, 7, 8, 9, in block No. ninety-nine (99) ; the north half of block No. one hundred (100) ; the north half of block No. one hundred and twenty-one (121) ; the north half of block No. one hundred and twenty-two (122) ; lots 4, 5, 6, 10, 11 and 12, in block No. one hundred and thirty-six (136) ; the whole of block No. one hundred and thirty-nine (139), excepting and reserving lots No. 1 and 2 ; blocks designated by letters B and C ; and blocks No. three hundred and forty-three (343), and three hundred and forty-four (344) ; block No. one hundred and twenty-three (123) ; lots 1, 2, 3, 7, 8, 9, in block one hundred and twenty (120) ; the east half of block No. ninety-eight (98) ; the west half of block No. eighty-one (81) ; and lots No. 7, 8, 9, 10, in said block ; No. eighty-one (81) ; lots 1, 2, 3, 7, 8, 9, in block seventy-eight (78) ; lots 1, 2, 3, 7, 8, 9, in block No. two (2) ; the east half of block No. thirty-three (33) ; the west half of block No. thirty-six (36) ; lots 4, 5, 6, 10, 11, 12, in block No. thirty-seven (37) ; lots 4, 5, 6, 10, 11, 12, in block No. thirty-two (32) ; lots 4, 5, 6, 10, 11, 12, in block No. three (3) ; lots 4, 5, 6, 10, 11, 12, in block No. seventy-seven (77) ; lots 4, 5, 6, 10, 11, 12, in block eighty-two (82) ; lots 1, 2, 3, 7, 8, 9, in block ninety-seven (97) ; lots 1, 2, 3, 7, 8, 9, in block one hundred and two (102) ; block one hundred and twenty-four (124) ; block one hundred and thirty-four (134) ; fractional block one hundred and forty-one (141) ;

lots 4, 5, 6, 10, 11, 12, in block one hundred and thirty-three (133); lots 1, 2, 3, 7, 8, 9, in block one hundred and twenty-five (125); lots 1, 2, 3, in block one hundred and eighteen (118); lots 1, 2, 11, 12, in block one hundred and three (103); east half of fractional block ninety-six (96); west half of fractional block eighty-three (83); fractional block seventy-six (76); west half of fractional block four (4); west half of block thirty-one (31); west half of block thirty-eight (38); and lots 7, 8, and 9, in east half of said block thirty-eight; block thirty-nine (39); lots 4, 5, 6, in block thirty (30); lots 4, 5, 6, in block twenty-nine (29); east half of block five (5); lots 10, 11, 12, in block twenty-nine (29); lots 7, 8, 9, in block forty (40); block sixty-one (61); block forty-two (42); block twenty-seven (27); fractional block eight (8); fractional block one hundred and fifty-two (152); block fifty-nine (59); block forty-four (44); block twenty-five (25); lots 1, 2, 7, 8, 9, 10, in block sixty (60); block forty-three (43); block twenty-six (26); fractional block fifty-eight (58); fractional block forty-five (45); fractional block twenty-four (24); and block designated by letter E, pointing and running to the Arkansas River, and adjoining block (145); together with all privileges and appurtenances belonging to the said above described blocks and lots, or to either of them.

To have and to hold the before described blocks and lots, or premises of land, with the tenements and hereditaments, unto the said Chester Ashley, his heirs and assigns, to the only proper use, benefit and behoof of him the said Chester Ashley, his heirs and assigns, forever, and all privileges and appurtenances belonging or appertaining to the before described premises, and to be held by said Ashley, his heirs and assigns, forever; and the said parties of the first part for themselves, their heirs, executors or administrators, and each of them, for himself, his heirs, executors and administrators, doth covenant, grant and agree to and with the said party of the second part, his heirs and assigns, that he, the said party of the second part, his heirs and assigns, shall and lawfully may, from time to time, and at all times hereafter, peaceably and quietly have, hold, and occupy, possess and enjoy the said above designated blocks and lots of land, with all privileges and appurtenances thereto belonging, free, clear and fully discharged, or well and sufficiently saved and kept harmless and indemnified of, from and against all former and other grants, bargains, sales, dowers, judgments, recognizances and execution, and of and from and against all former and other titles, troubles, charges and incumbrances whatsoever had, done, or suffered by or through Benjamin Murphy, under whom the party of the first part derives title, or by or through any claim derived or to be derived by any person under said Murphy, or by or through the parties of the first part, or either of them; but the said party of the first part do not covenant to warrant the title of the blocks and lots aforesaid, except so far as the title of Benjamin Murphy extended, by virtue of the certificate for a pre-emption granted to him by the Register and Receiver of Lawrence District.

And the said party of the first part doth hereby covenant and agree to and with the said party of the second part, that the said party of the second part shall have the right and privilege to remove any and all buildings erected on the pre-emption right, and to use and possess the same free and clear of all right or claim of the party of the first part, if any of the buildings should fall on other parts of the said pre-emption than those parts conveyed by the party of the first part to the party of the second part, excepting from this covenant the buildings erected by Isaac Watkins, provided the said removal shall take place within thirty days after notice served by the owner of the lots, on the party of the second part.

It is distinctly understood by the party of both parts, that this conveyance is not intended to convey any block or lots of land not included within nor situated upon fractional section number two and northeast fractional quarter of section number three of township and range aforesaid.

It is also distinctly understood that no right to keep a public ferry is hereby given, but the same is expressly reserved, and the disposition made of it by the bill of Assurances, relative to rights and privileges, is fully assented to by the party of the second part. The party of the first part covenant and agree to pay the one-half of the monies due the United States, for the said pre-emption granted as aforesaid to Benjamin Murphy, for the fractional section number two, and the northeast fractional quarter of section No. three; and the said party of the first part do, for the consideration of value by them received, and paid to them by the party of the second part, in hand paid, the receipt of which is acknowledged, do covenant that all the covenants and agreements in this deed to be performed and done, shall be so performed and done; and further, that they, the said party of the first part, shall and will, at all times, on the neglect of the said party of the second part, execute any and all other deeds and conveyances necessary and proper to give title to the lots and blocks of ground hereinbefore described to the said party of the second part, agreeable to the true intent and meaning of both parties, as hereinbefore expressed.

In witness whereof the party of the first part have hereto set their hands and affixed their seals, the day and year first above written.

WILLIAM RUSSELL. [SEAL.]
HENRY W. CONWAY. [SEAL.]
ROBT. CRITTENDEN. [SEAL.]
W. TRIMBLE. [SEAL.]
ROBT. C. ODEN. [SEAL.]
THOS. P. ESKRIDGE. [SEAL.]
JOSEPH HARDIN. [SEAL.]

Signed, sealed and delivered in presence of
WILLIAM MOORE,
N. MCLANE.

"by the party of the first part received and paid them by said by party of the second part, the receipt of which is acknowledged by the said party of the first part," inserted after the tenth line from the beginning of this deed, and now forms the 11th and 12th lines. This insertion made before the execution of deed, and also the word "received" in the 13th line from beginning erased before execution. The word "part" inserted between the 17th and 18th line from the top of the fifth page before execution, the word "running to" inserted between lines 7 and 8 on 3d page before execution. The word "good" in this page erased before execution.

I, the undersigned, one of the Judges of the Court of Common Pleas in and for the County of Independence, and Territory of Arkansas, hereby certify to all whom it may concern, or to whom these presents shall come, that William Russell, Robert Crittenden, William Trimble, Robert C. Oden and Joseph Hardin this day personally appeared before me, and severally acknowledged that they had severally and individually signed, sealed and executed the foregoing deed or instrument of writing as their and each of their free and voluntary act and deed for the uses and purposes therein contained. Given under my hand and seal, in said County of Independence, this twenty-second day of November, 1821.

WILLIAM MOORE. [SEAL.]

TERRITORY OF ARKANSAS,
County of Pulaski, Big Rock Township, ss.

Personally appeared before me, Matthew Cunningham, a Justice of the Peace in and for said Township, Henry W. Conway and Thos. P. Eskridge, and severally acknowledged that they had signed, sealed and delivered the foregoing instrument of writing as their voluntary act and deed, for the purposes therein mentioned.

Given under my hand and seal, this first day of December, 1821.

M. CUNNINGHAM, *J. P.* [SEAL.]

TERRITORY OF ARKANSAS,
County of Pulaski, ss.

I, Thomas W. Newton, Deputy Clerk, and ex-officio Recorder of the Circuit Court for the County of Pulaski, do hereby certify that the foregoing deed or instrument of writing was produced to me in office on the eleventh day of March, in the year one thousand eight hundred and twenty-two, and is truly recorded in Book B, page 219, &c.

In testimony whereof I have hereunto set my hand as Deputy Clerk, and affixed the seal of said court at Little Rock this 24th day of March, in the year of our Lord one thousand eight hundred and twenty-two, and of the Independence of the United States the 46th.

[SEAL.] T. W. NEWTON,
D'y Cl'k and ex-officio Recorder.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Herndon Haralson, Clerk of the Circuit Court and ex-officio Recorder for the county aforesaid, do hereby certify that the foregoing contains a true copy of the deed or instrument of writing from William Russell and others to Chester Ashley, now of record in my office, in record book B, page 219, &c.

In testimony whereof I have hereunto set my hand and affixed the seal of my office at Little Rock the 8th day of July, A. D. 1844.

[SEAL.] H. HARALSON,
Clerk.

By J. A. HUTCHINGS,
D. Clerk.

Filed December 7, 1844.

Exhibit marked Y.

This Indenture, made the twenty-third day of March, in the year one thousand eight hundred and forty, by and between Chester Ashley and Mary W. W. Ashley his wife, and Roswell Beebe and Clarissa Elliott Beebe his wife, of the City of Little Rock, in the State of Arkansas, of the first part, and George C. Watkins of the said city of Little Rock, in the State aforesaid, of the second part—

Witnesseth that the said part of the first part, for and in consideration of the sum of one hundred and fifty dollars (say 150 00), current money of the United States, to them in hand paid by the said party of the second part, at and before the ensealing and delivery of these presents, the receipt whereof they do hereby acknowledge, and thereof and therefrom do by these presents acquit and discharge the said party of the second part, his heirs, executors, and administrators, and assigns, have granted, bargained, sold, aliened, remised, released, and confirmed, and by these presents do fully, freely, and absolutely grant, bargain, sell, alien, remise, release, and confirm unto the said party of the second part, and to his heirs and assigns forever, the following described tract or parcel of land, viz: All of fractional block F, of a triangular form, situate immediately east of block numbered thirty-six in the said city, and bounded on the west by Rock Street, and on the east by the Quapaw line, and the same shall be known as represented and designated upon a plan of a portion of the said city, now of record in the office of the Recorder in and for the county of Pulaski, in Book L, page 329, &c., and subject to the conditions, restrictions, and limitations, as expressed and contained in an instrument of writing executed by the said Beebe and wife, and also recorded in the said record book L, page 332, &c., and the said Mary W. W., wife of the said Chester, and the said Clarissa Elliott, wife of the said Roswell, for the consideration aforesaid, and in consideration of the sum of one dollar to them in hand

paid, do hereby fully, freely and absolutely relinquish and release all their right and claim to dower in or to the said lot or parcel of land, and every part thereof, above granted, bargained and sold, unto the said George C. Watkins, his heirs and assigns, together with all and singular the hereditaments and appurtenances whatsoever to the said tract of land and premises belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof, and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever of the said party of the first part, of, in and to the same, or any part or parcel thereof: To have and to hold the said above described tract of land and premises, with their, and every of their rights, members and appurtenances, unto the said party of the second part, his heirs and assigns, forever: and the said party of the first part, for themselves, their heirs, executors and administrators, do covenant, promise, grant, and agree, to and with the said party of the second part, his heirs and assigns, by these presents, that they, the said party of the first part, and their heirs, the said above mentioned tract or parcel of land, hereditaments and premises, hereby granted or mentioned, or intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, against them the said party of the first part, and their heirs, and against all and every other person and persons whomsoever lawfully claiming the same, shall and warrant and forever defend by these presents.

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

CHESTER ASHLEY. [SEAL.]
MARY W. W. ASHLEY. [SEAL.]
ROSWELL BEEBE. [SEAL.]
C. E. BEEBE. [SEAL.]

Signed, sealed, and delivered in presence of us,
SARAH A. VAN ALSTYNE, as to Mary and C. Ashley.
MARY E. STARBUCK,
CAROLINE A. ELLIOTT,
J. BROWN.

STATE OF ARKANSAS,
County of Pulaski, Township of Big Rock, to wit:—

Be it remembered that on this day, before me, the undersigned Jesse Brown, an acting Justice of the Peace within and for the Township of Big Rock, in the county of Pulaski, in the State of Arkansas, having the authority by law to take the acknowledgement of deeds, appeared in person Chester Ashley and Roswell Beebe, both to me individually well known to be the persons whose names are subscribed to the annexed within and foregoing deed of conveyance, as two of the parties grantors, and makers thereof, and severally stated that

they had executed the said deed for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

And I do also hereby certify, that on this day voluntarily appeared before me Mary W. W., wife to the said Chester Ashley, and Clarissa Elliott, wife to the said Roswell Beebe, to me both individually well known to be the persons they purport to be in and upon the annexed and foregoing deed of conveyance, as two of the parties maker thereof, and in the absence of both of their husbands, severally declared that they had of their own free will executed the said deed, and that they had signed and sealed the relinquishment of dower for the purposes therein contained and set forth, without compulsion or undue influence of their husbands.

In testimony whereof I have hereunto set my hand as such Justice at office in the City of Little Rock in said Township, this 23d day of March, A. D. 1840, and of the State the 4th year.

J. BROWN,
J. P.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Lemuel R. Lincoln, Clerk of the Circuit Court and ex-officio Recorder for the county aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 25th day of March, A. D. 1840, and the same is now duly recorded in Record book "M," page 1, &c.

In testimony whereof I have hereunto set my hand and affixed the [SEAL.] seal of my office at Little Rock, the 3d day of April, in the year of our Lord one thousand eight hundred and forty, and of the Independence of the United States the 64th.

LEMUEL R. LINCOLN,
Clerk, and ex-officio Recorder.

By CHAS. H. HAGNER,
Dep. Cl'k.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Herndon Haralson, Clerk of the Circuit Court and ex-officio Recorder in the county aforesaid, do hereby certify that the foregoing is a true copy of the deed or instrument of writing from Chester Ashley and wife, and Roswell Beebe and wife, to George C. Watkins, now of record in my office in Record book M, page 1, &c.

In testimony whereof I have hereunto set my hand and [SEAL.] affixed the seal of my office at Little Rock, the 8th July, A. D. 1844.

H. HARALSON,
Clerk.

By J. A. HUTCHINGS,
D. C.

Filed December 7th, 1844.

Exhibit marked N.

This deed, made and executed this thirteenth day of October, in the year of our Lord one thousand eight hundred and twenty, between Townsend Dickinson, of the County of Lawrence and Territory of Arkansas, of the first part, and Joseph Hardin, of the same place, of the second part, witnesseth, that the said Dickinson, for and in consideration of the sum of two thousand dollars, to him in hand paid by said Hardin, the receipt of which is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell unto said Hardin, his heirs and assigns forever, all the right, title, interest, property, claim, and demand of him the said Dickinson, of, in and to one-sixteenth undivided part or portion of the right of pre-emption granted to Benjamin Murphy, containing about the quantity of ten hundred acres (be the same more or less), being the whole of the northwest and southwest fractional quarters of section number two, and northeast fractional quarter of section number three (lying south of the Arkansas River), in township number one north of the base line, in range number twelve west of the fifth principal meridian, situate in the County of Pulaski and Territory aforesaid, bounded on the east by the Quapaw Indian boundary line, on the north by the Arkansas River, and on the south and west by the southern and western boundaries of the aforesaid fractional quarter sections; and the aforesaid party of the first part, for the same consideration hereby grant, bargain, and sell to said Hardin, his heirs and assigns forever, one equal undivided sixteenth part or portion of the pre-emption right of William Lewis, situate upon the lands aforesaid, or other lands adjoining the same, and the right of pre-emption of him, the said William Lewis, to purchase the aforesaid lands, or other lands adjoining the same; and the said party of the first part does by these presents covenant and agree to warrant and forever defend the right and title aforesaid, equal sixteenth undivided part or portion of the lands aforesaid, with all and singular of the rights, privileges, and appurtenances thereon or thereunto belonging, against any future claim or demand whatsoever, either in law or equity, of him the said party of the first part, his heirs or representatives, to the only proper use, benefit, and behoof (of?) him the said party of the second part, his heirs and assigns, forever.

To have and to hold to him, the said party of the second part, and to his heirs and assigns, forever, one sixteenth undivided part or portion of all and singular of the rights, privileges, and appurtenances thereon or thereunto belonging.

This deed being made upon the express condition that the said party of the second part, being well acquainted with the right and title of the said party of the first part (warranted, as aforesaid, against any future claim or demand of himself, his heirs or representatives, against any other title or claim), at the entire risk and hazard of him the said party of the second part in every other re-

spect, without any recourse whatever upon him the said party of the first part, for consideration-money, costs, interest, or damage, in case the title to said land should altogether fail, or said pre-emption right fail to hold or cover any part, or the whole of the lands aforesaid, or other lands adjoining the same.

In witness whereof, I have hereunto set my hand and seal the day and year above written. Sealed and delivered in presence of—the word "and territory," in the sixth line, and the word "boundaries" in the third line from the bottom of the first page, interlined before execution.

TOWNSEND DICKINSON. [SEAL.]

WM. RUSSELL,
REUBEN RICHARDSON.

I, William Russell, a subscribing witness to the foregoing deed and instrument of writing, being duly sworn, on oath say, that Townsend Dickinson signed, sealed, and executed the same in my presence, and acknowledged it to be for the purposes therein mentioned and contained; at which time I, the said Russell (as well as Reuben Richardson), subscribed our names as witnesses to the same.

WILLIAM RUSSELL.

Subscribed and sworn to before the undersigned, James Lemon, one of the Judges of the Court of Common Pleas in and for the County of Pulaski, in the Territory of Arkansas, at Cadran, the 18th day of May, in the year 1821.

JAMES LEMON.

Arkansas Territory, ss.

I, Richard Minifee, Clerk of the Court of Common Pleas, and ex-officio Recorder in and for Pulaski County, do certify that the within deed was produced to me, in my office, on the eighteenth day of May, A. D. 1821, and was on the same day truly recorded in book A, p. 338, &c.

In testimony whereof, I have hereunto set my hand, as Deputy Clerk, as aforesaid, and affixed the seal of my office, the date as above. [SEAL.]

RICHD. MINIFEE,
Dep. Cl'k and ex-off. R.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Herndon Haralson, Clerk of the Circuit Court in and for the county and State aforesaid, do hereby certify that the foregoing 1⅓ pages contain a full and true transcript of the deed therein mentioned, as the same remains in my office.

and to give the strongest assurances and most lasting perpetuation of all things herein contained, will cause this instrument of writing to be authenticated and recorded in said county of Pulaski, and for that purpose have hereunto set their hands and affixed their seals this twentieth day of November, in the year one thousand eight hundred and twenty-one.

Note.—Before this bill of assurances was signed, two words were struck out in the sixth line from the bottom of the first page, to be void; one word struck out, to be void, in the seventh line from the bottom of the fourth page, and in the twelfth line from the top of the fifth page, the words "annul and cancel" are interlined, to stand good.

WILLIAM RUSSELL. [SEAL.]
HENRY W. CONWAY. [SEAL.]
ROBT. CRITTENDEN. [SEAL.]
ROBT. C. ODEN. [SEAL.]
W. TRIMBLE. [SEAL.]
JOSEPH HARDIN. [SEAL.]
THOS. P. ESKRIDGE. [SEAL.]

Signed and sealed in presence of

JOHN TRIMBLE,
RICH'D LEAREY,
As to all except
H. W. CONWAY.

SAM. ANDERSON,
A. H. SEVIER,
In attest as to
H. W. CONWAY.

TERRITORY OF ARKANSAS,
County of Independence, ss.

Personally appeared before the undersigned, Clerk of the Court of Common Pleas in and for the county aforesaid, the within named William Russell, Robert C. Oden, Robert Crittenden, William Trimble, Joseph Hardin, and acknowledged that they signed, sealed, and delivered the within instrument of writing for the uses and purposes therein mentioned and contained.

Given under my hand and private seal (there being no public seal) at office, this 26th day of November, A. D. 1821, and of our Independence the forty-sixth.

RICH'D LEAREY, [SEAL.]
Clerk.

tors, or the heirs of any one or more of them; and any attempt, or approbation of attempt, to levy on the lots, rights, or privileges of or belonging to said town, any such tax or collection of money, while the same is held by any one or more of the proprietors aforesaid, or the heirs of any one of them, before there shall be one hundred families residents and lot-owners in said town, is hereby prohibited, and shall be held null and void; and such attempt, or approbation of attempt, to levy or collect any tax in the nature or effect of corporation tax on any of the lots, rights, or privileges owned in said town by any one or more of the proprietors aforesaid, or either of their heirs, while the same continues to be owned by them or either of them, shall entirely and forever cancel and annul every deed, conveyance, lease, gift, grant, or other assurance made or delivered by any one or more of the proprietors aforesaid, under which any one or more of the persons claim title, that attempt, approbate, promote, or encourage the levying or attempting to levy or collect such tax on the lots, rights, or privileges of the proprietors aforesaid, or their heirs, or either of them, before there shall be one hundred families, residents, and lot-owners in said town of Little Rock.

But this clause shall not affect the title of such as do not attempt, approbate, promote, or encourage the levying or collecting from said proprietors, or their heirs, nor from either of them, such tax, as aforesaid, and this claim shall not hinder or prevent the trustees or corporation of said town from collecting such tax as may be thought best, levied on any property in said town except lots, rights, and privileges of the proprietors or their heirs, so long as said lots continue to be owned by the aforesaid proprietors, or their heirs, and no longer; and may be so taxed in the hands of, and owned by said proprietors after, but not before, one hundred families shall be residents and lot-owners in said town.

The aforesaid proprietors of said town of Little Rock hereby promise, covenant, engage, and bind themselves to all man- of person or persons that may become interested, or lot-owners in said town, and to all such other persons as may be lawfully authorized to receive, superintend, manage, or control any of the foregoing donations for "Territorial Public Square," half block for court-house and public county buildings, two lots for jail, two lots for market, &c., &c.

That they the said proprietors shall and will give, grant, convey, do, fulfil, and perform all and singular of gifts, grants, assurances, rights and privileges by them promised, given, granted, or assured by the foregoing instrument of writing, according to the true intent and meaning thereof; and that all purchasers or lot-owners in said town of Little Rock may be fully aware, and purchasers and lot-owners therein, with notice of the rights and privileges appertaining to each lot and lot-owner in said town, and of the limitations thereof, and limitations of the powers of the inhabitants of said town or corporation thereof, or including the same, as hereinbefore described;

town; the owner of which said lot number one (whoever the same may be from time to time) shall, with said lot number one, in block number one, own, possess, and enjoy the said exclusive right of keeping the only public ferry that shall ever be kept from said town across said river, with all the rents, profits, and emoluments thereof, wheresoever the same may be kept, or landing thereof, from time to time established within the bounds of the fractional section and fractional quarter section aforesaid; and it shall not be held or considered necessary that the landing of said public ferry shall be at or opposite to said lot number one, in block number one (and not without such consent); the landing of said ferry may be kept at any lot, street, or alley in said town; and a conveyance of said lot number one, with its rights and privileges, shall be held and construed to convey forever all the aforesaid absolute exclusive right of keeping the only public ferry from said town as fully as if the same was expressed in said conveyance in the strongest terms.

The rights and privileges hereinbefore given and granted by the proprietors making the streets, alleys, and public highways, shall never be held or construed to authorize any public ferry being kept from any of the same across the Arkansas River, without the privilege and consent of the owner of said lot number one, in block number one, and the same is hereby expressly prohibited; no corporation or trustees of said town of Little Rock, owning lots numbered 4 and 5 in block numbered 99, and no court, trustees, or commissioners, owning, in trust for the County of Pulaski, lots numbered 3 and 4, in block number 103, and west half of block number 98, and no legislature or commissioner owning, in trust for the Territory (or State) of Arkansas, the aforesaid "Territorial Public Square," shall ever authorize any public ferry being kept from said town across said river, under or in virtue of the donations hereinbefore made by the proprietors aforesaid, and the same is hereby prohibited; and no owner of any lot or lots, or part or parts of a lot or lots, in said town, shall ever keep, or cause to be kept, any public ferry from said town across said river without consent and privilege first had from the owner or owners of said lot number one, in block number one, and the same is hereby expressly prohibited; any breach of which aforesaid prohibition shall forfeit, annul, and cancel all title or claim any such person or persons making any such breach may have acquired from any one or more of the aforesaid proprietors to any lot or lots, block or blocks, in said town of Little Rock. Until there shall be one hundred families resident and lot-owners in said town of Little Rock, neither the inhabitants of said town, nor any corporation including the same, shall have either right or power, as a body corporate or otherwise, to levy or collect, either directly or indirectly, any tax, assessment, or voluntary payment of money in nature of corporation tax on any of the lots, rights, or privileges owned by the proprietors aforesaid in said town, or owned by any one or more of said proprie-

town, which two lots and half block (or half square) of land in said town the proprietors aforesaid hereby give, grant and convey to the commissioners or court aforesaid in trust for said county forever, for the following express conditions, uses and purposes, and for no other consideration, use or purpose, to wit: That the said County of Pulaski, within ten years from the date hereof, erect the court-house and the other public county buildings of said county (the jail excepted) upon the half square (or block of land aforesaid, and within two years from and after the date hereof, erect and build the common jail of said county upon the aforesaid lots numbered 3 and 4, and that the same be continued, occupied and kept in repair for those purposes forever. And the aforesaid proprietors of said town of Little Rock in like manner hereby give, grant and convey to the inhabitants of said town of Little Rock and its vicinity forever, two certain lots in said town numbered four and five in block numbered ninety-nine, for the consideration and for the express use and purpose of the inhabitants of said town and its vicinity, building and erecting a market house thereon within twelve years from and after the date hereof, and using the same as such forever, and for no other purpose whatever.

All the open ground represented on the plat of said town extending along the margin of Arkansas River, from the eastern part of block A to the western part of block E, as represented on said plat, is hereby made and declared to be a part of and belong to Water Street, and the open ground represented on the margin of said river extending from the west side of block A to the east side of block B, as represented on said plat, is hereby made and declared to be a part of and belonging to North Street; each full, complete, and entire block or square in said town of Little Rock are three hundred English feet square, including the alley, and the number thereof shown and identified in the alley of each square in Roman figures (or letters denoting numbers); most of the smaller squares, blocks, or fractional blocks are identified on said plat either by letters or by Italian figures, such as are most commonly used to represent numbers.

And the lots of each block and fractional block in said town, so far as the same are subdivided into lots, are also numbered in Italian figures; the absolute exclusive right and privilege of keeping any public ferry across the Arkansas River, from any part of said town embraced by the fractional section and fractional quarter section aforesaid, is hereby exclusively attached to lot number one, in block number one, and to the owners thereof, whoever the same may from time to time happen to be, which said absolute exclusive right of keeping any public ferry from said town across said river shall forever be attached to and go with the title of said lot number one in block number one; a conveyance of which lot, from one owner to another, shall be held and continued to convey, as one of its rights and privileges, the said exclusive right of keeping a public ferry from said

or lots, or by the letter by which the same is known or represented on the plat aforesaid, shall always and forever be deemed and held to be a sufficient description thereof. The accurate proportionate size, extent and relevant situation of every block, lot, street, alley, &c., being shown and evidenced by the plat of said town herewith recorded, and the rights and privileges appertaining to each lot being shown and evidenced by the bill of assurances. Water Street is and shall be forty English feet wide (and no more) between block number one hundred and thirty-five and blocks (or lots) marked E and number 145. The other streets are the size and bear the proportions represented by and upon the plat of said town, and as the same exist by actual survey according to the field notes thereof, so far as the same has been actually surveyed in conformity with the plat aforesaid.

Every alley in said town, as represented on said plat, is and shall be twenty English feet wide. The lots or blocks marked B, C, and D, on said plat, extend from North Street to the Arkansas River; and the lots or blocks marked A and marked E, and that numbered 145 on said plat, extend from Water Street to the Arkansas River. The aforesaid owners and proprietors of the fractional section and fractional quarter section of land aforesaid, and owners and proprietors of all that part of said town of Little Rock, situate thereon, hereby give, grant and convey to the Territory of Arkansas and to the legislatures, from time to time, of said territory, and in trust for said territory, all that part of the aforesaid section two that is embraced and covered by part of a certain open square of land represented on the plat aforesaid of said town, designated thereon by the words "Territorial Public Square," every part of which falling on or within the fractional section aforesaid, the proprietor aforesaid hereby give, grant and convey to the said Territory of Arkansas forever, and to the legislatures thereof for the use and in trust for said territory, for the consideration and upon the express condition and for the express use and purpose (and no other) that the seat of government of said territory (future State) continues to be and remain upon the aforesaid "Territorial Public Square" of land *forever.*

And the aforesaid owners and proprietors of said town of Little Rock in like manner hereby give, grant and convey to the County of Pulaski in said territory, and in trust for said county to the commissioners or court that are or may be authorized by law to fix, locate and determine upon the place for the permanent seat of justice of said county, and contract for, erect and superintend the public buildings in and for said county, one entire half square of land in said town, bounded on the north by Markham Street, on the west by Spring Street, on the south by Cherry Street, and on the east by Alley No. 7; and also give, grant and convey to said county, and to the commissioners or court aforesaid, in trust for said county, lots numbered 3 and 4 in block numbered one hundred and three, in said

and foregoing three half sheets contain a true and complete copy of the aforesaid deed of conveyance (from Roswell Beebe and Clarissa E. his wife, to George C. Watkins, as the same remains of record in my office.

In testimony whereof I have hereunto set my hand and affixed the [SEAL.] seal of my office, at Little Rock, this 2d day of September, A. D. 1844, and of the Independence of the United States the 69th.

H. HARALSON,
Clerk.

By J. A. HUTCHINGS,
D. C.

Filed December 7, 1844.

Exhibit marked G.

A bill of assurances made and entered into by William Russell, Henry W. Conway, Robert Crittenden, William Trimble, Robert C. Oden, Thomas P. Eskridge, and Joseph Hardin, who are owners and proprietors of all that part of the northeast fractional quarter of section numbered three, and of fractional section numbered two, of township numbered one, north of the base line in range number twelve, west of the fifth principal meridian that lies south of the Arkansas River and west of the Quapaw Indian line, and at a place called Little Rock Bluff, in the County of Pulaski and Territory of Arkansas, which bill of assurances witnesseth that the proprietors aforesaid, having laid off the aforesaid lands into blocks, fractional blocks and half blocks, lots and fractional lots, streets, alleys, &c. &c., for the purpose of building a town thereon; and have made a plat of the survey thereof (including also some of the adjoining lands not owned by the above proprietors); which plat, together with this bill of assurances, shall be recorded in the Recorder's Office of said County of Pulaski, and which town is and shall forever be called and known by the name of "Little Rock." All the streets and alleys of said town of Little Rock, as represented by the plat of survey thereof (signed by the proprietors aforesaid and herewith recorded) shall be and forever remain open public highways, common to all, and an undividable property that shall never be barred or shut up. The free use of all of which shall appertain to every lot or lot-owner in said town, or other person or persons requiring the use thereof as open public highways, and each of said streets and alleys in said town of Little Rock shall forever be called and known by the names and numbers which they bear on the aforesaid plat of said town.

And every deed of conveyance for any block or blocks, half blocks or lots in said town of Little Rock, describing the same by the number or numbers of the block or blocks, half block or half blocks, lot

THE STATE OF ARKANSAS,
County of Pulaski, Township of Big Rock, to wit:

On this ninth day of March, in the year of our Lord one thousand eight hundred and forty-four, before me, James D. Fitzgerald, a Justice of the Peace within and for the township of Big Rock, in the county of Pulaski and State of Arkansas, appeared in person Roswell Beebe, to me personally known as the person whose name appears upon the within and foregoing deed of conveyance, as one of the parties grantor, and stated that he had executed the same for the purposes and consideration therein mentioned and set forth; and I do hereby so certify.

And I further certify that on this day voluntarily appeared before me Clarissa E., wife to the said Beebe, to me well known to be the person whose name appears upon the within and foregoing deed of conveyance, and in the absence of her said husband declared that she had signed and sealed the relinquishment of dower therein expressed for the purposes therein contained and set forth, without compulsion or undue influence of her husband.

In testimony whereof I have hereunto set my hand as such justice, and affixed my seal hereunto, at the city of Little Rock, in the county of Pulaski, on the day and year last aforesaid.

JAS. D. FITZGERALD, [SEAL.]
J. P.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Herndon Haralson, Clerk of the Circuit Court and ex-officio Recorder for the county aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 12th day of March, A. D. 1844, and the same is now duly recorded in Record Book P, pages 228, 229, and 230.

In testimony whereof I have hereunto set my hand and affixed the [SEAL.] seal of my office at Little Rock the 18th day of March, in the year of our Lord one thousand eight hundred and forty-four, and of the Independence of the United States the 68th.

H. HARALSON,
Clerk and ex-officio Recorder.

By J. THOMPSON,
Deputy.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Herndon Haralson, Clerk of the Circut Court and ex-officio Recorder for the county aforesaid, do hereby certify that the annexed

in consideration of the sum of sixteen hundred dollars, by the said party of the second part, at and before the ensealing and delivery of these presents, unto them in hand paid, the receipt whereof they doth hereby acknowledge, have granted, bargained, and sold, aliened and conveyed, and do hereby grant, bargain, and sell, alien and convey unto the said party of the second part, the hereinafter described lots or parts of land, namely: lots numbered eleven and twelve, and twenty feet off and from east side of lot number ten, in block number eighty, measuring one hundred and twenty feet on Markham Street, by a depth of one hundred and forty feet to an alley in the rear, as well as of the size and extent that the same are represented and designated to be in and upon a certain plan of a part of said city, as now of record in the office of the Record of deeds and mortgages within and for the county and State aforesaid, in record book L, folio 329, &c., be the same in measurement more or less, and the same lots shall be at all times subject to each and all the conditions, restrictions and limitations as expressed and contained in a certain instrument of writing executed by said Beebe and wife, to and in the name of the mayor and alderman of said city, on the 26th day of December, A. D. 1839, and also recorded in said record book, book L, folio 332, thereby setting apart and conveying as public highways the several streets therein named: all ferry privileges across the Arkansas River are expressly reserved to and in the name of the grantors. Together with all and singular the appurtenances to the said premises belonging. To have and to hold the above granted two lots and a part of a lot of land and premises unto the said party of the second part, his heirs and assigns, forever, and the said parties of the first part and their heirs shall and will warrant and defend the same unto the said party of the second part, his heirs and assigns, forever, against the lawful claims of all persons whatsoever; and the said Clarissa E., wife to the said Roswell, for and on her part and behalf, doth hereby freely and fully relinquish and release unto the said party of the second part, all her right and claim to dower in and to the aforesaid granted and bargained premises.

In witness whereof the said parties of the first part have hereunto severally set their hands and affixed their seals at the city of Little Rock, in the county of Pulaski, the day and year hereinbefore first written.

ROSWELL BEEBE. [SEAL.]
CLARISSA E. BEEBE. [SEAL.]

The foregoing deed of conveyance was subscribed, sealed, and duly acknowledged by the grantors therein named, in our presence, and at whose request we have hereunto subscribed our names as witnesses thereto, on this ninth day of March, A. D. 1844.

JAS. D. FITZGERALD,
FRANK FIELD.

In testimony whereof I have hereunto set my hand as Justice of the Peace, the day and year last aforesaid.

J. BROWN.
J. P.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Lemuel R. Lincoln, Clerk of the Circuit Court and ex-officio Recorder for the county aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 1st day of January, A. D. 1840, and the same is now duly recorded in record book L, page 347, &c.

In testimony whereof I have hereunto set my hand and affixed the seal of my office at Little Rock, the 8th day of January, in the year of our Lord one thousand eight hundred and forty, and of the independence of the United States the sixty-fourth.

[SEAL.] LEMUEL R. LINCOLN,
Clerk and ex-officio Recorder.

By CHAS. H. WAGNER,
Deputy Clerk.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Herndon Haralson, Clerk of the Circuit Court and ex-officio Recorder for the county aforesaid, do hereby certify that the annexed and foregoing half five sheets contain a true and complete copy of the instrument of writing therein mentioned, from Roswell Beebe and Clarissa Elliott, his wife, to Chester Ashley, as the same remains of record in my office.

In testimony whereof I have hereunto set my hand, and affixed the seal of my office at Little Rock, the 2d day of September, A. D. 1844, and of the Independence of the United States the 69th.

[SEAL.] H. HARALSON,
Clerk.

By J. A. HUTCHINGS,
Dep. Clerk.

Filed December 7, 1844.

Exhibit marked Z.

This deed of conveyance, made and executed at the city of Little Rock, within the county of Pulaski, in the State of Arkansas, this ninth day of March, in the year of our Lord one thousand eight hundred and forty-four, by and between Roswell Beebe and Clarissa E., his wife, of the city, county, and State aforesaid, of the first part hereto, unto and with George C. Watkins, party of the second part, hereto witnesseth that the said parties of the first part, for and

Ashley for himself, his heirs, executors, and administrators, doth by these presents acquit and forever discharge the said Beebe and wife, their heirs, executors, and administrators, and therefore doth hereby acknowledge and expressly declare that he voluntarily and of his own free will accepts and receives the quit-claim deed as aforesaid, in full consideration and satisfaction of all and every of his or their right or claim, under and by virtue of the instrument of writing as aforesaid, or otherwise to claim, ask for, or demand any other or further deed or deeds of relinquishment or assurance whatsoever of or from the said Beebe, or his heirs, executors, or administrators, for said lots, blocks, or parcels of ground, or any part, parcel, or share thereof, by reason of any one or more deeds, bonds or conveyances whatsoever heretofore derived for the conveyance or transfer of the said lots, blocks, or parcels of land, or any part thereof.

In witness whereof the said Beebe and wife have hereunto set their hands and seals the day and year first above written.

ROSWELL BEEBE. [SEAL.]
CLARISSA ELLIOTT BEEBE. [SEAL.]
CHESTER ASHLEY. [SEAL.]

STATE OF ARKANSAS,
County of Pulaski, ss.

Be it remembered, that on the first day of January, in the year of our Lord one thousand eight hundred and forty, "voluntarily appeared in person before me," Jesse Brown, a Justice of the Peace in and for the county and State aforesaid, the hereinbefore named Roswell Beebe, and Clarissa Elliott, his wife, to me personally known, and severally acknowledged the foregoing instrument of writing as for their act and deed, and that they had executed the same for the consideration and purposes therein mentioned and set forth, and that the lots, block, and parcels of land as therein mentioned are relinquished and quit-claimed to Chester Ashley, therein mentioned, and to his heirs and assigns forever. She, the said Clarissa Elliott, being by me first made acquainted with the contents thereof, and by me privately examined apart from and in the absence of her husband whether she executed the same "of her own free will," by voluntarily appearing before me without compulsion or undue influence of her husband, acknowledged and that she executed the same voluntarily and of her own free will, and that she had signed and sealed the relinquishment of dower for the purposes therein contained and set forth, without compulsion or undue influence of her husband.

And also at the same time voluntarily appeared, and in person, before me Chester Ashley, the grantee therein mentioned, to me personally known, and acknowledged the foregoing instrument of writing as for his act and deed, and that he had accepted and executed the same for the uses and purposes therein mentioned and set forth.

Ashley having represented that he had acquired the lots, blocks, or parcels of land as aforesaid, by a proper, regular conveyance from some one or more of the original owners and proprietors of the town (now city) of Little Rock, and having in conformity with the express conditions and stipulations contained and expressed in the instrument of writing first aforesaid, produced to the said Beebe such evidence in support of his claim to the lots, blocks or parcels of land aforesaid, as he, the said Beebe, is willing under all the circumstances connected with the same, to consider and recognize that he, the said Ashley, claims the same by virtue of a proper regular conveyance from some one or more of the said original owners and proprietors of the said town as aforesaid.

Now, therefore, be it known that in pursuance thereof, the said Beebe and wife do hereby declare and acknowledge to have this day and hereby remised, released, and quit-claimed, and by these presents do remise, release, quit-claim, assign, transfer, and set over unto the said Ashley, and to his heirs and assigns forever, "all and every of our and each of our right, title, interest, claim, and demand whatsoever," which we or either of us may, might, or shall have acquired in and to the lots, blocks, or parcels of ground, or any part, share, or parcel thereof as aforesaid, and so assigned and set over by reason and means of the locations and entries, and the issuing of the patents as mentioned and expressed in the said instrument of writing as first aforesaid referred to.

Which said patents are hereby declared and acknowledged by the said parties hereunto, to have been duly granted and issued to and in the name of the said Beebe by the United States, in pursuance of law, on the twenty-fifth day of September, A. D. 1839, and are now duly recorded in the county and state aforesaid, in Record Book 8, pages 312 and 313, &c. It being, however, expressly understood and agreed upon by and between the parties hereto, that this instrument of writing shall only be held and considered, and is given and accepted as being meant and intended only to relinquish and quit-claim to the said Chester Ashley, his heirs and assigns, all such right, title, interest and claim, which the said Beebe and wife have obtained or shall in any manner acquire of, in and to the said described lots, blocks, or parcels of ground, in consequence of the said entries and locations and the issuing of the said patents therefor, and none other whatsoever.

It is further fully understood that the relinquishment shall never be so considered or construed as in any manner to obligate or bind the said Beebe to make and execute a similar one in reference to any other lots, blocks, or parcels of land in the said city; but he reserves to himself full and ample power to make and execute in every case such a relinquishment *only* as to him under the circumstances of the case may seem right and proper to carry into effect the intention of the said Beebe, as expressed in his said covenant, and therefore and therefrom these presents further witness that the said

seven; lots four, five, six, ten, eleven and twelve in block thirty-two; lots four, five, six, ten, eleven and twelve in block three; lots four, five, six, ten, eleven and twelve in block seventy-seven; lots four, five, six, ten, eleven and twelve in block eighty-two; lots one, two, three, seven, eight and nine in block ninety-seven; lots one, two, three, seven, eight and nine in block one hundred and two; the whole of block one hundred and twenty-four, and one hundred and thirty-four; the whole of that part of block one hundred and forty-one, which lies within the aforesaid fractional quarter of fractional section three; lots four, five, six, ten, eleven and twelve in block one hundred and thirty-three, that lies within the aforesaid fractional quarter section three; lots one, two, seven, eight and nine and three in block one hundred and twenty-five, comprised within the aforesaid fractional quarter section three; lots one, two and three in block one hundred and eighteen; lots one, two, eleven and twelve in block one hundred and three; lots ten, eleven and twelve, comprised within the aforesaid fractional quarter section three, in block ninety-six; lots one, two and three in block eighty-three, comprised within the aforesaid fractional quarter section three; all that part of block seventy-six comprised within the aforesaid fractional quarter section three; lots one, two, three, four, five, and six in block thirty-one; lots one, two, three, four, five and six in block thirty-eight, and also lots seven, eight and nine in block thirty-eight; the whole of block thirty-nine; lots four, five and six in block thirty; all that part of lots ten, eleven and twelve in block five, comprised within that part of the aforesaid fractional part of fractional section two; lots four, five, six, ten, eleven and twelve in block twenty-nine; lots seven, eight and nine in block forty; fractional block sixty-one, adjoining the Quapaw line; the whole of block forty-two; the whole of block twenty-seven; the whole of block twenty-six; the whole of block forty-three; fractional block one hundred and fifty-two, being a small slip of land adjoining the Quapaw line; the whole of block fifty-nine; the whole of block forty-four; all that part of block twenty-five, comprised within the aforesaid part of fractional section two; lots one, two, seven, eight, nine and ten in block sixty; all that part of blocks fifty-eight, forty-five and twenty-four comprised within the aforesaid part of fractional section two, lot six, in block ninety-six, interlined above, be the same in measurement more or less, and is hereby taken and accepted by the said Ashley as designated and represented upon the said plan as last aforesaid, without any recourse upon the said Beebe for any deficiency or defect whatever, subject to each and all the conditions, restrictions and limitations as expressed *as expressed* and contained in a certain instrument of writing executed by the said Beebe and wife to and in the name of the Mayor and Alderman and their successors in office on the 26th day of December, A. D. 1839, and now duly recorded in the office of the Recorder in and for the County and State as aforesaid, in Record Book L, page 332, &c. The said

contained in a certain instrument of writing made and executed by the said Beebe on the sixth day of July, A. D. eighteen hundred and thirty-eight, and duly recorded on the first day of September of the year last aforesaid, in the office of the Recorder in and for the county and State as aforesaid, in Record Book K, page 68, &c., reference being thereunto had will more at large appear, and upon the demand of the said Ashley, who alleges, represents and claims to have and hold possession "in his own right" of the following hereinafter mentioned and described lots, blocks, or parcels of land, lying and being situate in the city of Little Rock, and wholly within the limits of the northeast fractional quarter of fractional section three (south of Arkansas River), and that part of fractional section two (south of Arkansas River, and west of the Quapaw line), in township one, north of range twelve west, and as defined and contemplated by the regular legal sectional, quarter sectional, or other legal subdivisional lines of the United States public surveys as represented and designated upon the proper and conclusive official township plat, made and approved by the proper authorities, in pursuance of law, and by him the said Ashley represented to be designated upon the "first original plan" of said city, as well as upon a plan made and recorded by the said Beebe on the thirty-first day of December, A. D. 1839, in Record Book L, page 330, &c., in the county and State aforesaid, viz., lots four, five, six, seven, eight, and nine in block thirty-five; lots one, two, three, two, eleven, and twelve in block thirty (34) four; lots four, five, six, seven, eight and nine in block one; lots one, two, three, four, five and six, in block seventy-nine; lots six, seven, eight, and twenty feet off and from the western side of lot nine in block ninety-nine; lots one, two three, four, five and six in block one hundred; lots one, two, three, four, five and six in block one hundred and twenty-one; lots seven, eight, nine, ten, eleven and twelve in block one hundred and twenty-two; lots four, five, six, ten, eleven and twelve in block one hundred and thirty-six; all of that part of block one hundred and thirty-nine which lies within the aforesaid northeast fractional quarter of fractional section three, excepting and reserving lots one and two in said block; all of fractional block one hundred and eighty, one hundred and eighty-one, and one hundred and eighty-two, be the same more or less, and as represented and designated upon the last mentioned plan as aforesaid; all of block one hundred and twenty-three; lots one, two, three, seven, eight and nine in block one hundred and twenty; lots seven, eight, nine, ten, eleven and twelve in block ninety-eight; lots one, two, three, four, five, six, seven, eight, nine and ten in block eighty-one; lots one, two, three, seven, eight and nine in block seventy-eight; lots one, two, three, seven, eight and nine in block two; lots seven, eight, nine, ten, eleven and twelve in block thirty-three; lots one, two, three, four, five and six in block thirty-six; lots four, five, six, ten, eleven and twelve in block thirty-

by this deponent, and brought said Lewis before said justice, who advised Lewis to deliver up said children to their mother; that a few days afterwards, it being in the summer of the year 1814, this deponent thinks about the last of May or first of June, this deponent saw said Lewis, with his wife and children, going down the River Arkansas, and that the deponent verily believes said Lewis went out of this Territory.

That this deponent was several times during the summer of the year 1813 at the place where said William Lewis erected his camp on the fractional quarter section aforesaid, and that there were no improvement, cultivation or growth of any corn or any other production produced by the labor of or cultivation of said Lewis or any other person except what accidentally grew from grains of corn, pumpkin seeds, or cucumber seeds dropped there the year before. That there was not any person in possession of said quarter section at any time in the year 1813. That Elisha White came to this country in the spring of the year 1814, and lived with Wright Daniel, who then lived near the Big Rock, and in that year cleared some land on the north side of the river opposite the Little Rock Bluff; and in that year (to wit, 1814) when watermelons were ripe and roasting ears were fit for use, said White moved to the Little Rock Bluff, and resided some time on the fractional quarter section aforesaid, and cleared some ground, made some rails, and so forth, and that the said Elisha White was the first person who made rails and cleared ground on the fractional quarter section aforesaid; and further this deponent saith not.

his
FRANCIS × IMBOT, JR.
mark.

Sworn to and subscribed before me, Matthew Cunningham, a Justice of the Peace in and for the township aforesaid, the 15th day of September, 1820.

Given under my hand and seal.

M. CUNNINGHAM, [SEAL.]
J. P.

Filed Sep. 1, 1845.

Exhibit marked U.

Know all men by these presents, that on this first day of January, in the year of our Lord one thousand eight hundred and forty, we, Roswell Beebe and Clarissa Elliott his wife, of the city of Little Rock, County of Pulaski, and State of Arkansas, for and in consideration of one dollar to us in hand paid at and before the ensealing and delivery of these presents by Chester Ashley, of the city, county, and State as aforesaid, the receipt whereof is hereby acknowledged, as well as for divers matters and things set forth and

Exhibit marked D, D.

UNITED STATES OF AMERICA,
Territory of Arkansas, County of Pulaski,
Big Rock Township, ss.

Francis Imbot, Junior, of the Territory aforesaid, of twenty-four years of age, being duly sworn according to law on the Holy Evangelists of Almighty God, on his oath saith, that in the years 1812, 1813, and 1814, he lived with his father, Francis Imbot, Senior, on the place where Wright Daniel now lives, which is within four miles of the Little Rock, in said Big Rock Township; that in the year 1812, it being the year that William Mabbitt lived at a certain place near the Big Rock, on the north side of the Arkansas River, that in that year William Lewis and his family came down the Arkansas River in a canoe or pirogue, and landed on the Little Rock bluff near a spring branch on the south side of said river, on a spot or piece of land now included in the northeast fractional quarter section of section number three, in range twelve, west of the fifth principal meridian, in township one, north of the base line; that he was present when said Lewis made his camp, and that he was at said camp several times during the summer and fall of said year 1812; that said Lewis and his family left said camp in the said year of 1812 aforesaid, and went up the river Arkansas in company with William Mabbitt and others, as this deponent was informed, to hunt buffaloes, and the camp aforesaid was abandoned and left vacant; that there were no improvements of any kind whatever made by said William Lewis, on any part of the aforesaid fractional quarter section, other than the camp aforesaid; that there was no cultivation of the earth, no corn or other grain, or vegetables raised by said Lewis on the fractional quarter section aforesaid; that when Mabbitt and said Lewis returned from the hunt, said Lewis lived with said William Mabbitt near the Big Rock, on the north side of the Arkansas River, and in the same house with said Mabbitt a part of the time, and afterwards in a camp near said Mabbitt's; that in the spring of the year 1813, said Mabbitt moved down the river to where Lemuel R. Currin now lives, and the said William Lewis came with him and lived in a camp near the field of said Mabbitt, on the north side of the Arkansas River aforesaid; that in the summer of the year 1813, said Lewis and Mabbitt had a quarrel about said Lewis's wife, and talked of fighting a duel.

That said Lewis also quarrelled with his wife, and they parted; said William Lewis went down the Arkansas River, and his wife remained encamped near said Mabbitt's; that said Lewis was absent from the neighborhood until he returned to the country in company with Col. Hogan, in the spring of the year 1814; that said Lewis lived some time with Col. Hogan; and some time afterwards, having taken two of his children from his wife, a warrant was issued against him, said Lewis, by Wright Daniel, a Justice of the Peace, which warrant was executed

In testimony whereof, I have hereunto set my hand and affixed the seal of my office, at Little Rock, this 12th day of July, A. D. 1844.

[SEAL.]

H. HARALSON,
Clerk.

Filed December 7, 1844.

Exhibit marked B, B.

UNITED STATES OF AMERICA,
Territory of Arkansas, County of Pulaski,
Big Rock Township, ss.

Jacob Harlan, of lawful age, being duly sworn, deposeth and saith, that about a week ago this deponent was at the house of Mr. Wright Daniel, in Big Rock Township aforesaid, when James C. Newell, Esq., took the deposition of Francis Imbau at the request and instance of William Russell, and this deponent was present at the time said depositions was executing, when the same was executing, and when the same was read to said Imbau; and this deponent recollects that in said depositions as read to said Imbau, that there was pumpkins and cucumbers growing about the camp where William Lewis was then living, and that the said Imbau ate some of the cucumbers; but this deponent does not recollect that a word was said in said deposition about any fence being built there, or there being any cleared ground, or anything about any corn growing or being raised there about said camp, or by said Lewis; that is, said Imbau now informs this deponent that the deposition above alluded to was taken in relation *in relation* to William Lewis living or being encamped on the Little Rock bluff, in the year one thousand eight hundred and twelve, to which said deposition this deponent heard the said James C. Newell administer the oath, as a Justice of the Peace, to said Francis Imbau.

And this deponent further saith that the above deposition was the only deposition which he recollects or believes the said Francis Imbau then and there made; and further this deponent saith not.

JAMES HARLAN.

Sworn to and subscribed before me, Matthew Cunningham, a Jus- of the Peace within and for the Township of Big Rock, County of Pulaski, and Territory of Arkansas, this fourteenth day of September, A. D. 1820.

Given under my hand and seal.

M. CUNNINGHAM,
J. P.

Filed Sept. 1, 1845.

TERRITORY OF ARKANSAS,
County of Pulaski, ss.

Personally appeared before the undersigned, a Justice of the Peace in and for the county aforesaid, the within named Henry W. Conway, who acknowledged that he signed, sealed, and delivered the within instrument of writing for the uses and purposes therein mentioned and contained.

Given under my hand and seal the fourth day of January, A. D. 1822.

SAM. ANDERSON, *J. P.* [SEAL.]

I, Richard Learey, Judge of the Circuit Court in and for the first judicial district in the Territory of Arkansas, hereby certify that Thomas P. Eskridge this day personally appeared before me and acknowledged that he had signed, sealed and executed the foregoing bill of assurances and instrument of writing for the purposes therein mentioned and contained.

Given under my hand and seal at Batesville, the 9th day of January, in the year 1822.

RICH'D LEAREY. [SEAL.]

TERRITORY OF ARKANSAS,
County of Pulaski, ss.

The undersigned, Deputy Clerk and ex-officio Recorder for Alexander H. Rennick, Clerk of the Circuit Court in and for said county, do hereby certify that the within and foregoing bill of assurances and instrument of writing was produced to me in my office on the second day of February, A. D. 1822, and is truly recorded in book B, page 129, &c. &c.

In testimony whereof, I have hereunto set my hand and affixed the seal of said county at office this sixth day of February, A. D. 1822, and of our Independence the 46th year.

[SEAL.]

R. MINIFEE,
D'y Cl'k, and ex-officio R.

For A. H. RENNICK,
Cl'k and ex-off. R.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Herndon Haralson, Clerk of the Circuit Court and ex-officio Recorder in and for the county aforesaid, do hereby certify that the foregoing five and a half sheets contain a full and true transcript of the bill of assurances or instrument of writing as the same remains of record in my office in record book B, 129, &c.

In testimony whereof I have hereunto set my hand and affixed the seal of my office at Little Rock, the 8th day of July, A. D. 1844.

H. HARALSON,
Clerk.

By J. A. HUTCHINGS,
Dep. Clerk.

Filed December 7th, 1844.

Exhibit S.

This deed of bargain and sale, made the fourteenth day of January in the year one thousand eight hundred and thirty-three, by and between Russell of Saint Louis County, State of Missouri, party of the first part, and John Pope, Governor of the Territory of Arkansas, party of the second part, Witnesseth that the same party of the first part, to enable said party of the second part, and his successors in office, to erect a public building at Little Rock, by authority of act of last session of Congress (approved July 4th, 1832), hath given, granted, bargained and sold, and by these presents doth hereby give, grant, bargain, and sell, unto the said John Pope, Governor of the Territory of Arkansas, and his successors in office, for the use of the people of the Territory of Arkansas, while they remain in a Territorial government, and for the further use of the State that shall hereafter be formed by admitting the people of said Territory as a State into the Union as one of the United States of America: Lots number ten (10), eleven (11), and twelve (12), in block or square numbered ninety-nine (99), in the town of Little Rock; and also the said party of the first part, in consideration of the sum of eight hundred, to him in hand paid by the said party of the second part at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, and by these presents doth hereby grant, bargain, and sell, unto the said John Pope and his successors in office for the uses aforesaid, lots numbered one (1), two (2), and three (3), in block or square numbered ninety-nine (99), and lots numbered seven and eight (7 and 8), in block or square numbered eighty (80), in the town of Little Rock.

And the said party of the first part, for the further consideration of four hundred and fifty dollars to him in hand paid by Chester Ashley, for and on behalf of said party of the second part, the receipt of which is hereby acknowledged (which sum of four hundred and fifty dollars is paid as follows: the said Russell having the legal title of said lots six and nine, and west half of five hereinafter named, and the said Ashley holding said Russell's bond to convey said lots and half lots to him, relinquishes his rights under said bond, and the said two and a half lots, one estimated of the value of four hundred and fifty dollars, which said Ashley gives as a donation to enable the said party of the second part to fix upon a suitable site for the

public buildings contemplated to be erected by the act of Congress aforesaid), hath granted, bargained, and sold, and by these presents doth hereby grant, bargain, and sell unto the said John Pope, Governor of the Territory of Arkansas, and to his successors for the uses aforesaid, lots numbered (9) nine, and (6) six, and the west half of lot number five in said block or square, numbered eighty (80), in the said town of Little Rock, the said lots being to the extent that same are designated and described in the bill of assurances of the properties of the town of Little Rock, and the plat of survey of said town, both of record in the Recorder's office of the County of Pulaski in said Territory.

To have and to hold the above described two lots and one half lot to the said John Pope, Governor of the Territory of Arkansas, and his successors in office, forever, for the use of the people of the Territory of Arkansas while they remain in a Territorial Government, and for the further use of the people of the State that shall hereafter be formed out of said Territory by admitting such people as a State into the Union as one of the United States of America, and the only proper use, benefit, and of the said John Pope as aforesaid and his successors in office for the uses and purposes hereinbefore expressed; and the said party of the first part, for the considerations aforesaid, hereby for himself, his heirs, executors, and administrators, covenants to and with the said John Pope, Governor as aforesaid, and his successors in office, that he will warrant the right and title to the above described two lots and one half lot to the said John Pope, Governor as aforesaid, and to his successors in office (and to such person or persons as the future State formed as aforesaid shall vest the title in), for the uses aforesaid, against the lawful claims of all persons whomsoever in law or equity, and the said party of the first part, for the considerations aforesaid, hath granted, bargained, sold, and by these presents doth hereby grant, bargain, and sell unto said party of the second part and his successors in office for the uses aforesaid, all his right, title, and interest in and to that part of Centre Street north of Markham Street, situate and being between blocks numbered eighty and ninety-nine, and also the east half of the alley passing through block ninety-nine, and the west half of the alley passing through block eighty, and also the land not laid out in lots north of the east half of block ninety-nine and the west half of block eighty, and Centre Street, and extending from said half blocks and street to the Arkansas River; and it is understood and agreed by and between the parties aforesaid, that said party of the first part only quit-claims his right and title, whatever it may be, to the street, alleys, and ground adjoining the Arkansas River aforesaid, and gives no guarantee or assurance of title whatever.

And the said party of the first part hereby gives and grants to the said party of the second part and his successors in office, for the use of a public street in said town of Little Rock, thirty feet in breadth and one hundred and forty feet in depth, of and from the west side

of lot number ten in block number eighty, to form a part of said street, from Markham Street north to the Arkansas River, provided the said party of the second part, or his successors in office, shall give the like quantity of land of and from the east side of lot number nine in said block number eighty; and the said party of the first part further gives and grants to the said party of the second part for the use of another public street in said town of Little Rock, thirty feet in breadth and one hundred and forty feet in depth, off and from the east side of lot number nine, in block number ninety-nine, to form part of another street on the west side of the lands intended for the public buildings from Markham Street to the Arkansas River, provided the said party of the second part, or his successors in office, shall give the like quantity of land off and from the west side of lot number ten and the further like quantity of land off and from the west side of lot number three in said block ninety-nine for the like purpose of a public street; this last grant is off of a lot the equitable title of which is in C. Ashley, and the legal title in party of the first part, and said Ashley consents to such gift.

In testimony whereof the said party of the first part has hereto set his hand and seal this fourteenth day of January, in the year 1833.

WM. RUSSELL. [SEAL.]

Witness.
CHESTER ASHLEY,
EDW. CROSS.

TERRITORY OF ARKANSAS,
Pulaski County, ss.

This day personally appeared before me, Edward Cross, one of the Judges of the Supreme Court in and for the Territory of Arkansas, William Russell, to me personally well known, who acknowledged that he voluntarily executed the foregoing deed for the uses and purposes therein and expressed.

Witness my hand this fourteenth day of January, 1833.

EDW. CROSS.

UNITED STATES OF AMERICA,
Territory of Arkansas, County of Pulaski, ss.

I, William Badgett, Clerk of the Circuit Court and ex-officio Recorder for the county aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office, on the 14th day of February, A. D. 1834, and that the same is now duly recorded in Record Book H, pages 20, 21, 22 and 23.

In witness whereof I have hereunto set my hand and affixed the seal

of my office, at Little Rock, this fifteenth day of February, in the year of our Lord one thousand eight hundred and thirty-four, and of the Independence of the United States the fifty-eighth.

[SEAL.]

WM. BADGETT,
Clerk and ex-officio Recorder.

By ESSEX STERET,
his Dep'y.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Herndon Haralson, Clerk of the Circuit Court and ex-officio Recorder for the county aforesaid, do hereby certify that the foregoing contains a true copy of the deed or instrument of writing from William Russell to John Pope, Governor of the State of Arkansas, &c., now of record in my office, in Record Book H, pages 20, 21, 22 and 23.

In testimony whereof I have hereunto set my hand and affixed the seal of my office, at Little Rock, this 8th July, A. D. 1844.

[SEAL.]

H. HARALSON,
Clerk.

By J. A. HUTCHINGS,
D. C.

Filed December 7, 1844.

Exhibit L.

This deed, bargain, promises and covenants made and entered into by and between Chester Ashley, Henry Elliott, Nathaniel Philbrook, James De Baun, and Elias Austin Elliott, by Chester Ashley, their attorney in fact, of the first part, and party of this deed, covenants, promises, &c., and William Russell, Henry W. Conway, Robert Crittenden, William Trimble, Robert C. Oden, Thomas P. Eskridge, and Joseph Hardin, of the second part, and party to the same, which witnesseth that whereas the said parties of the first part are the present legal owners of the New Madrid certificates (so called) of the following description and numbers, each of which have been heretofore located (or attempted to be located) in such way that some part of each of said New Madrid certificates interfere with some of a pre-emption right of *of* land granted to Benjamin Murphy by the Register and Receiver of the Land District of Lawrence county in Arkansas Territory, which pre-emption right embraces and covers all that part of fractional section two, and northeast fractional quarter of section number three, in township number one, north of the base line in range number twelve, west of the fifth principal meridian that lies south of the Arkansas River, upon which such

parts of the following New Madrid certificates have been attempted to be located, was to cover the whole of said pre-emption claim of land aforesaid, one of which New Madrid certificates was issued and granted to Eloi Dejailois, by the Recorder of land titles of Missouri Territory, numbered two hundred and sixty-four, one granted to Francis Lessieur, numbered eight, and one granted to Peter Porier, numbered fifteen, authorizing the said Dejailoris, Lessieur and Porier severally (or their legal representatives) to locate one hundred and sixty acres on and with each of said certificates on any of the public lands of the United States, in said Territory of Missouri, the sale of which is authorized by law.

Wherefore this deed witnesseth that the aforesaid party of the first part, for divers good causes and considerations, and for value received by said party of the first part, from them the said party of the second part, the receipt of which considerations and value paid by the said party of the second part to the said party of the first part, is hereby acknowledged by the said party of the first part.

For which considerations and value received by the said party of the first part, they the said party of the first part, have sold, released, conveyed, and quit-claimed, and do by these presents sell, release, convey, and quit-claim to them, the said party of the second part, and to their heirs and assigns forever, all the right, title, claim, interest and estate of them the said party of the first part, of, in, and to fractional section two, and the northeast fractional quarter of section three aforesaid, excepting and reserving the same parts and proportions of said land, which is this day sold and conveyed by the said party of the second part, to the aforesaid Chester Ashley, by the names and descriptions of blocks and lots in the town of Little Rock, which blocks and lots of land in said town this day conveyed by the aforesaid party of the second part, to the said Chester Ashley, is hereby specially excepted and reserved, and not conveyed by the aforesaid party of the first part, to the aforesaid party of the second part, by this deed, all the balance and remainder of the aforesaid fractional section two, and northeast fractional quarter of section three (except those parts specially reserved as above, and this day conveyed to Chester Ashley as aforesaid), they, the said party of the first part, hereby sell, release, convey and quit-claim to the aforesaid party of the second part as tenants in common, and not as joint tenants:

And to each of them the same proportions and shares thereof by which they held and claimed the pre-emption right of land aforesaid prior to the date hereof. To have and to hold the same, with all the rights, privileges, and appurtenances thereunto belonging, to them the said party of the second part, and to their heirs and assigns, forever.

And the aforesaid party of the first part hereby bargain and covenant to and with the said party of the second part, that they, the said party of the first part, will warrant and forever defend the right

and title of all the lands, rights, and privileges hereby conveyed to the said party of the second part, from and against any future claim and demand of them the said party of the first part, or either of them, their heirs or assigns, and from and against any future claim and demand of the aforesaid Eloi Dejailois, Francis Lessieur, and Peter Porier, or either of them, or either of their heirs, representatives, assigns, and from and against any title or claim of whatsoever nature the same may be, derived from, through, by, or under the aforesaid party of the first part, or from, through, by, or under any of the aforesaid claims of or derived from the aforesaid Eloi Dejailois, Francis Lessieur, or Peter Porier, or either of them (as the said claims and certificates therefor are hereinbefore numbered, identified, and described), to the only use, benefit, and behoof of them the said party of the second part (as tenants in common and not as joint tenants), accordingly and in proportion to the share they have severally held in said pre-emption right of land, and to their heirs and administrators forever; they, the said party of the first part, having and retaining the absolute right and privilege at any time, and all times, to remove for the sole and only use and benefit of them the said party of the first part, any one or more of the aforesaid three New Madrid certificates entirely from and off of the pre-emption right of land aforesaid, and when the whole or any part of said New Madrid certificates are so removed from the said pre-emption right of land, the aforesaid party of the second part shall have, hold, or claim no share, interest, proportion, or estate in any part of said New Madrid certificates that may be so removed from said pre-emption right of land.

And it is also expressly agreed upon by each of the parties aforesaid, that the foregoing warrants of the party of the first part shall never extend, or be construed to extend any further than a warranty against any future claim of the said party of the first part, Eloi Dejailois, Francis Lessieur, and Peter Porier, their heirs, representatives, assigns, and all persons claiming, or to claim, or derive title from, through, or under either of them:

But not as a warranty against any other title or claim whatever: as an evidence of which, the said party of the second part receive and accept of this deed in its present form; and the aforesaid party of the first part hereby promise, covenant, and bargain to and with the said party of the second part, that they, the said party of the first part, will and shall pay to the Receiver of Public Moneys for the land district of Lawrence County, so soon as the same will or can be legally received by him, one full and equal half part of the United States price of and for all the lands within and embraced by the pre-emption right aforesaid, and that no forfeiture thereof shall take place for want of the payment of the same by them the said party of the first part; and the aforesaid party of the first claiming part of the lands in the said town of Little Rock, outside and adjoining the pre-emption right of land aforesaid, they the said party of the first

part, for the consideration aforesaid, hereby promise and covenant that in case and upon condition any one of the New Madrid claims and certificates aforesaid shall hold that part of the lands adjoining said pre-emption upon which a part of said town is laid off, and upon the plat of which town a certain open square is represented and marked in letter "*Territorial Square.*" But now in case and upon condition any part of said Territorial Square shall be held by any one of the New Madrid certificates aforesaid, or by any New Madrid certificates that may hereafter be located thereon by the party of the first part aforesaid, bargain, covenant, and promise that such part of said Territorial Square as shall be held by the location of such New Madrid certificates located, or that may be located as aforesaid, shall belong to the Territory of Arkansas as a public territorial square of land forever.

But this instrument of writing shall not alter, lessen, or change any right of the said party of the first part to remove from any territorial square any houses or buildings now on the same, and the aforesaid party of the first part, for the considerations aforesaid, hereby covenant to and with the said party of the second part:

That the aforesaid party of the second part, or either of them, shall at any time after the date hereof have good right and lawful authority to enter upon and take possession of, use and occupy any part or parts or the whole of the lands, premises and appurtenances bargained, released, sold, and quit-claimed by the foregoing convey ance to them, the said party of the second part, and peaceably and quietly have, hold, possess, and enjoy the same, with all the privileges thereunto belonging, free, clear, and fully discharged, saved and kept harmless, and indemnified from and against all former and other titles, charges or incumbrances whatsoever had, done, or suffered by, through, or under the title or claims of the three aforesaid New Madrid certificates, the location thereof, or the legal and rightful owners of the same, or either of the same, or of the party of the first part aforesaid, or by, through, or under either of them.

This deed shall never be construed to convey to the aforesaid party of the second part, nor to the Territory of Arkansas, any houses or buildings; and shall be construed to warrant to the said party of the second part no other or better title than a complete release or quit-claim of and warrantee against any future claim that could in any possible way come against the said party of the second part, under, by, or through any one or more of the aforesaid three New Madrid certificates, and against the legal rightful owners of the same, as hereinbefore expressed; and nothing in this deed contained shall be construed to warrant the title of the lands hereby conveyed as hereinbefore expressed against any other title than that originating in the three (or any part or parts of the three) New Madrid certificates hereinbefore mentioned, and against the aforesaid party of the first part as aforesaid.

And further, nothing contained in this deed shall ever be construed

to prevent or hinder the aforesaid party of the first part from removing any one or more of the aforesaid New Madrid certificates entirely off and from the pre-emption right of land aforesaid, in which New Madrid certificates when so removed from said pre-emption, the aforesaid party of the second part shall hold no share, proportion, interest, or estate whatever.

In testimony whereof, and of every part and parcel of the foregoing deed, bargain, promises, and covenants, they the aforesaid party of the first part, have hereunto set their hands and seals this twenty-second day of November, in the year one thousand eight hundred and twenty-one.

Note.—In the eighth line of the second page of this deed, one word is struck out to be void; in the fifth line from the bottom of the second page the word heirs interlined to stand good. The last word in the last line of the second page struck out to be void. In the first line of the fifth page the word "from" interlined to stand good. In the third line from the top of the sixth page one word erased and struck out to be void. In the fifth line from the bottom of the sixth page the word party interlined to stand good.

In the sixth line from the bottom of the seventh page one word struck out to be void, and the word "second" interlined to stand good, and between the eighth and ninth lines from the top of the eighth page, the words "and against the aforesaid party of the first part *part* as aforesaid," interlined to stand good; all done before this deed was signed.

CHESTER ASHLEY, [SEAL.]
HENRY ELLIOTT, [SEAL.]
By CHESTER ALHLEY,
his Attorney.

NATHANIEL PHILBROOK, [SEAL.]
By CHESTER ASHLEY,
his Attorney.

JAMES DE BAUN, [SEAL.]
By CHESTER ASHLEY,
his Attorney.

ELIAS AUSTIN ELLIOTT, [SEAL.]
By CHESTER ASHLEY,
his Attorney.

Signed and sealed in presence of
N. M. LANE.
WILLIAM MOORE.

I, the undersigned, one of the Judges of the Court of Common Pleas in and for the County of Independence, in the Territory of

Arkansas, hereby certify to all whom it may concern, or to whom these presents shall come, that Chester Ashley this day personally appeared before me, and acknowledged that he had signed, sealed, and delivered the foregoing instrument of writing for himself, and that as attorney for Nathaniel Philbrook, James De Baun, Henry Elliott, and E. A. Elliott (by them duly authorized in writing under their hands and seals), he, the said Chester Ashley, had affixed their several names, signatures, and seals to the foregoing instrument of writing, all for the purposes which are in the foregoing instrument of writing mentioned and contained. Given under my hand and seal at Batesville, the twenty-third day of November, in the year 1821.

WILLIAM MOORE. [SEAL.]

TERRITORY OF ARKANSAS,
County of Pulaski, ss.

I, the undersigned, Clerk of the Court of Common Pleas, and ex-officio Recorder in and for Pulaski County, do hereby certify that the foregoing instrument of writing was produced to me in my office on the 29th November, 1821, and is truly recorded in book B, page 106, &c.

In testimony whereof, I have hereunto set my hand and affixed the seal of said county at office, this 7th day of December, in the year 1821.

[SEAL.] A. H. RENNICK,
Clerk.

By R. MINIFEE,
his Deputy.

No. 11.

This instrument, made this 28th day of December, 1821, witnesseth that whereas Chester Ashley acting for himself, and attorney in fact for James De Baun, Nathaniel Philbrook, Elias Austin Elliott, and Henry Elliott, by virtue of a power of attorney effected a compromise of their conflicting claims with William Russell, Henry W. Conway, Robert Crittenden, Robert C. Oden, William Trimble, Joseph Hardin, and Thomas P. Eskridge, in certain lands situate on the south side of the Arkansas River, being fractional section number three of township number one, south of the base line in range number twelve west of the fifth principal meridian, and in completion of said compromise a deed was executed by said Russell, Conway, Crittenden, Trimble, Oden, Eskridge and Hardin, to Chester Ashley, for certain blocks and lots in the town of Little Rock, located on the land aforesaid, dated the twenty-second day of November, 1821, and also another deed of same date as last was executed by Chester Ashley for himself, and as attorney in fact for said Philbrook, De Baun, Henry Elliott, and Elias A. Elliott,

to said Russell, Conway, Crittenden, Oden, Trimble, Hardin, and Eskridge, conveying to them all the rest and residue of said fractional section two, and fractional quarter section three, except three blocks and lots aforesaid, conveyed as aforesaid to said Ashley; and whereas, we, the undersigned, are desirous to ratify and confirm the above mentioned compromise in every particular, and to obviate all objections against the same, in consequence of any provisions in the said power of attorney to said Ashley as in every other respect, this instrument, therefore, witnesseth that we, the undersigned, for value received, do hereby ratify and confirm the aforesaid compromise in manner, form and substance, as the same has already been made, and guarantee the fulfilment of all the engagement entered into by said compromise, effected as aforesaid.

Given under our hands and seals the day and year above written.

CHESTER ASHLEY. [SEAL.]
HENRY ELLIOTT. [SEAL.]
J. DE BAUN. [SEAL.]
NATH'L PHILBROOK. [SEAL.]

TERRITORY OF ARKANSAS,
Pulaski County, Big Rock Township, ss.

Personally appeared before me, Matthew Cunningham, a Justice of the Peace in and for the township aforesaid, the above named Chester Ashley, Henry Elliott, Jas. De Baun, and Nath'l Philbrook, and severally acknowledged the foregoing instrument of writing to be their individual act and deed, voluntarily given for the purposes therein mentioned. As witness my hand and seal this 28th day of Dec'r, A. D. 1821.

M. CUNNINGHAM, [SEAL.]
J. P.

TERRITORY OF ARKANSAS,
County of Pulaski, sct.

I, Thomas W. Newton, D'y Clerk of the Circuit Court and ex-officio Recorder for the county aforesaid, do hereby certify that the within and foregoing deed was produced to me in office, on the 26th day of April, 1823, and that the same is now truly recorded in book C, page 145, &c.

In testimony whereof, I have hereunto set my hand and affixed the seal of office at Little Rock, this 1st day of May, A. D. 1823, and of the Independence of the United States of America the 47th.

T. W. NEWTON,
D. C.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Herndon Haralson, Clerk of the Circuit Court and ex-officio Recorder for the county aforesaid, do hereby certify that the foregoing contains a true copy of the deed or instrument of writing from Chester Ashley and others to William Russell and others, now of record in my office in record book C, page 145, &c.

In testimony whereof, I have hereunto set my hand and affixed the seal of my office at Little Rock, this 8th day of July, A. D. 1844.

[SEAL.] H. HARALSON,
Clerk.

By J. A. HUTCHINGS,
D. C.

Filed December 7, 1844.

Exhibit O.

This indenture, made and entered into this eighth day of March, in the year of our Lord one thousand eight hundred and twenty-two, between William Trimble, Robert Crittenden, Thomas P. Eskridge, of the county of Arkansas, Robert C. Oden, of the county of Hempstead, and Joseph Hardin, of the county of Lawrence, all of whom are of the Territory of Arkansas, of the first part, and Henry W. Conway, of the county of Pulaski, and Territory of Arkansas, of the second part—

Witnesseth, that the aforesaid parties are joint owners of a number of lots or parcels of land lying and being in the county of Pulaski, and in the Territory aforesaid, at a place called Little Rock, on the Arkansas River, and now, for and in consideration that the said party of the second part doth by these presents grant, bargain, sell, quit-claim, and convey unto the said party of the first part all his undivided right, title, and interest in and to all the lots and parcels of land lying and being in the said town of Little Rock; the said party of the first part doth by these presents grant, bargain, sell, quit-claim, and convey unto the said party of the second part all the right, title, claim, and interest which they, the said party of the first part, have in and to the following lots lying and being in the aforesaid town of Little Rock, viz: the lots No. 2 and 12, in block No. 35; lots No. 10, 11, and 12, in block No. 1; lot No. 3, in block No. 80; lots No. 7 and 11, in block No. 121; lot No. 3, in block No. 122; lots No. 1 and 8, in block No. 136; lot No. 9, in block No. 101; lots No. 4 and 11, in block No. 2; lot No. 3, in block No. 32; lots No. 1 and 8, in block No. 3; lot No. 3, in block No. 77; lots No. 1, 5, and 9, in block No. 119; lots No. 1 and 8, in block 133; lots No. 6 and 11, in block No. 118; lot No. 3, in block No. 96; lots No. 9 and 10, in block No. 4; lot No. 10, in block No. 38; lots No. 8 and 12, in block No. 30; lots No. 1, 7, and 8, in block No. 29; lots No. 1, 2, and 3, in block No. 150; lots No. 1, 2, and 5, in block No. 151; lots No. 3, 7, and

11, in block No. 41; lots No. 9, in block No. 7; lots No. 3 and 11, in block No. 60; and lot No. 1, in block No. 179; and that the said party of the first part, for the consideration aforesaid, and for and in consideration of the covenant the said party of the second part hereafter inserted, the said party of the first part will forever warrant and defend, to the said party of the second part, the aforesaid lots and parcels of land lying and being in the said town of Little Rock, from the claim or claims of all persons claiming by, through, or under them, the said party of the first part, but from the claim or claims of no other person whatsoever.

And the said party of the second part, in consideration of the covenant above mentioned, doth agree and covenant to and with the said party of the first part, that he will forever warrant and defend, to the said party of the first part, the rights and title to the rest and residue of the lots or parcels of lands claimed and held by the said parties free from the claim or claims of any person or persons holding by, through, or under him, the said party of the second part, but from the claim or claims of no other person or persons whatsoever; it being distinctly understood between the said parties that the said party of the first part doth quit-claim with special warranty against their heirs and assigns to the said party of the second part all their right and title to the lots above mentioned, it being so much of the joint interest as the said party of the second part is entitled to as his portion which was before undivided, and that the said party of the second part doth quit-claim with special warrantee against his heirs and assigns all his right and title to the rest and residue of his joint interest in the lots in the said town of Little Rock unto them, the said party of the first part; it being so much of the joint interest as they, the said party of the first part, are entitled to as their portion:

It being the intention of the said parties that this deed shall be taken and operate as a deed of partition between the said parties of the first part and the said party of the second part.

In testimony whereof we have hereunto set our hands, and affixed our seals, this 8th day of March, in the year of our Lord one thousand eight hundred and twenty-two.

WILLIAM TRIMBLE, [SEAL.]
ROBERT CRITTENDEN, [SEAL.]
By WILLIAM TRIMBLE, *Att'y.*
THOS. P. ESKRIDGE, [SEAL.]
ROBERT C. ODEN, [SEAL.]
By WILLIAM TRIMBLE, *Att'y.*
JOSEPH HARDIN, [SEAL.]
By T. P. ESKRIDGE, *Att'y.*
HENRY W. CONWAY. [SEAL.]

Witness,
H. ARMSTRONG,
PERTY WALLIS.

TERRITORY OF ARKANSAS,
County of Pulaski, ss.

Personally appeared before the undersigned, Deputy Clerk of the Circuit Court for the County of Pulaski, William Trimble, Robert Crittenden (by his attorney William Trimble), Joseph Hardin (by his attorney, Tho's P. Eskridge), and Henry W. Conway, the signers to the foregoing deed (or instrument of writing), who severally acknowledged that they signed, sealed, and delivered the said deed or instrument of writing voluntarily, for the uses and purposes therein expressed.

In witness whereof I have hereunto set my hand and
[SEAL.] affixed the seal of said county at Little Rock, this eighth day of March, A. D. 1822.

T. W. NEWTON,
D'y Clerk and ex-officio Recorder.

TERRITORY OF ARKANSAS,
County of Pulaski, ss.

I, Thomas W. Newton, Dept. Cl'k and ex-officio Recorder for the County of Pulaski, do hereby certify that the above deed (or instrument of writing) was produced to me in my office on the 8th day of March, A. D. 1822, and is correctly recorded in Record Book B, page 155, 56, &c.

In testimony whereof I have hereunto set my hand and
[SEAL.] affixed the seal of said county this 12th day of March, A. D. 1822, and of the Independence of the United States of America the 46th.

T. W. NEWTON,
D'y Cl'k and ex-officio Recorder.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Herndon Haralson, Clerk of the Circuit Court in and for the county and State aforesaid, do hereby certify that the foregoing 2½ pages contain a full and true transcript of the indenture therein mentioned, as the same remains in my office.

In testimony whereof I have hereunto set my hand and
[SEAL] affixed the seal of my office at Little Rock, this 6th day of August, A. D. 1844.

HERNDON HARALSON,
Cl'k.

By J. THOMPSON,
D.C.

Know all men by these presents that I, Robert Crittenden, have this day constituted and appointed, and do by these presents consti-

tute and appoint my friend William Trimble my true and lawful attorney in fact, to do and transact all manner of business relating to my undivided property at Little Rock, to wit: Partitioning, selling, conveying and releasing—in fine, doing and transacting all manner of business touching the premises that I might or could do were I personally present, hereby ratifying and confirming all and singular the acts that my said attorney may do or perform in my behalf; as witness my hand and seal this first day of February, 1822.

ROBERT CRITTENDEN. [SEAL.]

Attest:
T. W. NEWTON,
THOS. O. DAVIS.

TERRITORY OF ARKANSAS,
County of Pulaski, ss.

I, Thomas W. Newton, Deputy Clerk and ex-officio Recorder of the Circuit Court for the County of Pulaski, do hereby certify that the foregoing power of attorney was produced to me on the 14th day of March, A. D. 1822, and is truly recorded in Book B, page 243, &c.

In testimony whereof I have hereunto set my hand and affixed the seal of said court at Little Rock, this 28th day [SEAL.] of March, A. D. 1822, and of the Independence of the United States of America the 46th.

T. W. NEWTON,
D. Cl'k and ex-officio Recorder.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Herndon Haralson, Clerk of the Circuit Court and ex-officio Recorder in and for said county, do hereby certify that the foregoing is a true and complete transcript of the power of attorney from Robert Crittenden to Wm. Trimble, as the same remains in my office.

In testimony whereof I have hereunto set my hand and [SEAL.] affixed the seal of my office at Little Rock, this 16th day of July, A. D. 1844.

H. HARALSON,
Clerk.

By J. THOMPSON,
D. C.

Know all men by these presents that I, Robert C. Oden, for divers good causes and considerations me hereunto moving, have nominated, constituted and appointed, and do by these presents nominate, constitute and appoint William Trimble my true and lawful attorney for me and in my name and for my only proper use and benefit to make division of certain lots in the town of Little Rock, which lots are

held by the following persons, to wit: Henry W. Conway, William Trimble, Joseph Hardin, Robert Crittenden, Thomas P. Eskridge, Robert C. Oden. And I hereby authorize and empower my said attorney to sign my name and affix my seal to any instrument of writing which may (be) necessary in effecting the said division, hereby approving and confirming what my said attorney may do in the premises.

Given from under my hand and seal the 13th day of February, 1822.

ROBT. C. ODEN. [SEAL.]

Teste:
T. W. NEWTON.

UNITED STATES OF AMERICA,
Territory of Arkansas, ss.

Personally appeared before the undersigned, Judge of the Second Judicial Circuit, the within named Robert C. Oden, and acknowledged the within power of attorney to be his act and deed.

Given from under my hand the 13th day of February, 1822.

THOS. P. ESKRIDGE.

TERRITORY OF ARKANSAS,
County of Pulaski, ss.

I, Thomas W. Newton, Depy. Clerk and ex-officio Recorder of the Circuit Court for the County of Pulaski, do hereby certify that the within and foregoing power of attorney was produced to me in office on the 14th day of March, A. D. 1822, and is truly recorded in book B, page 243, &c.

In testimony whereof I have hereunto set my hand and affixed the seal of said Circuit Court at Little Rock, this 28th day of March in the year 1822, and of the Independence of the United States of America the 46th year.

[SEAL.]

T. W. NEWTON,
Dy. Clerk, ex-officio Recorder.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Herndon Haralson, Clerk of the Pulaski Circuit Court, and ex-officio Recorder in and for said County, do hereby certify that the foregoing is a true and complete transcript of the power of attorney from Robert C. Oden to William Trimble, as the same remains in my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of my office at Little Rock, this 16th day of July, A. D. 1844.

[SEAL.]

H. HARALSON,
Clerk.

By JAMES THOMPSON,
D. C.

Know all men by these presents that I, Joseph Hardin, of the County of Lawrence, for divers good causes and considerations me hereunto moving, have and do by these presents constitute and appoint Thomas P. Eskridge my true and lawful attorney for me and (*in*) my name to make division of certain lots in the town of Little Rock, the same being held by Henry W. Conway, Robt. Crittenden, Robert C. Oden, William Trimble, Thomas P. Eskridge, and the undersigned, and to sign my name to any instrument of writing which may be necessary in effecting the said division, hereby approving and confirming whatsoever my said attorney may do in the premises. Given from under my hand and seal, the 18th day of January, 1822.

JOSEPH HARDIN. [SEAL.]

Lawrence County, ss.

Personally appeared before the undersigned, Judge of the first Judicial Circuit in and for the Territory of Arkansas, the within named Joseph Hardin, and acknowledged that he signed, sealed and delivered the within power of attorney to Thomas P. Eskridge, for the uses and purposes therein mentioned. Given under my hand and seal, this 18th day of January, A. D., 1822.

RICHD. LEARY. [SEAL.]

TERRITORY OF ARKANSAS,
County of Pulaski, ss.

I, Thomas W. Newton, Deputy Clerk and ex-officio Recorder, do hereby certify that the foregoing power of attorney was produced to me in office on the 10th day of March, A. D. 1822, and is truly recorded in book B, page 212, &c.

In testimony whereof I have hereunto set my hand and affixed the seal of said County of Pulaski, this 22d day of March, A. D. 1822, and of the Independence of the United States of America the 46th.

[SEAL.]

T. W. NEWTON,
D'y Clerk and ex-officio Recorder.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Herndon Haralson, Clerk of the Circuit Court and ex-officio Recorder in and for the County of Pulaski, do hereby certify that the foregoing contains a full and complete transcript of the power of attorney from Joseph Hardin to Thos. P. Eskridge as the same remains in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of my office at Little Rock, this 16th day of July, A. D. 1844.

[SEAL.]

H. HARALSON,
Clerk.

By JAMES THOMPSON,
D. C.

Filed December 7, 1844.

Exhibit W.

This instrument of writing, made the sixth day of July, eighteen hundred and thirty-eight, by and between Roswell Beebe, of the city of Little Rock, in the State of Arkansas, of the one part, and the mayor and alderman of said city of Little Rock, in behalf of said city, as well as in behalf of the said State of Arkansas, and also in behalf of any person or persons who may have in his own right a proper and regular chain of conveyances or conveyance of any town lot or lots situate in the first original town (now city) of Little Rock, derived from, by, or under any one or more of the original owners and proprietors of the said town as aforesaid, and as represented upon the first original plan as then surveyed and laid off into town lots of the other part—

Witnesseth, That whereas the said Roswell Beebe has caused to be located and entered with pre-emption floating claims at the Land-office at Little Rock, and upon which the city as aforesaid (north of the Quapaw line) is now built, the following described tracts or parcels of land, to wit, the northeast fractional quarter of fractional section three (south of Arkansas River), and the west fractional parts of the northwest and southwest fractional quarter of fractional section two (north of Arkansas River) and west of the Quapaw line, all in township one, north of the base line of range twelve, west of the fifth principal meridian: And whereas the original town of Little Rock as aforesaid (west of the Quapaw line), now comprising a part of said city as aforesaid, is embraced and included within the tracts of land which the said Roswell has caused to be located and entered as aforesaid: And whereas the said Roswell is willing and desirous, should patents hereafter be granted and issued to him and his heirs by the United States for the said several tracts of land, by virtue of the locations and entries as aforesaid,

and which now embraces a part of the said original town as aforesaid, now a part of the said city, to convey by quit-claim deed or deeds only to said mayor and alderman, in behalf of said city, and to said State, and to any person or persons, his, her, or their heirs, all and every the right, title, interest, claim, and demand, which the said Roswell may acquire in and to the said tracts of land by reason of the location and issuing of the patents as aforesaid to any lot or lots in said city, to which they, or either of them, or their heirs, or either of them, my claim by a proper regular chain of conveyance or conveyances, derived from, by, or under some one or more of the said original owners and proprietors of the said original town (west of the Quapaw line), now a part of said city as aforesaid. Now, therefore, know all men by these presents, the said Roswell, in consideration of the premises, and also in consideration of one dollar to him in hand paid by the said mayor and alderman of said city of Little Rock at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, doth hereby for himself, his heirs, executors, and administrators, promise, covenant, and agree, that on the first issuance of the patents by virtue of the said locations and entries which embrace said original town as aforesaid, he, the said Roswell, his heirs, executors, and administrators, will, at the reasonable demand of the said mayor and alderman of said city, or of the State of Arkansas, or of any person or persons, his, her, or their heirs, who may claim any lot or lots in the said city as aforesaid, by virtue of a proper regular chain of conveyance, derived from, by, or under some one or more of the said original proprietors as aforesaid, execute, or cause to be executed, unto the said mayor and alderman in behalf of said city, and to their successors in office, and unto the State of Arkansas, and unto any person or persons, or his, her, or their heirs as aforesaid, a quit-claim deed or deeds of relinquishment, thereby assigning, transferring, and setting over, all and every the right, title, interest, claim, and demand whatsoever, which the said Roswell may, might, or shall have acquired to each and every lot or lots so assigned and set over by reason and means of the locations and entries, and the issuing of the patents as aforesaid, and also with the explicit understanding, that when the said deed is so made, there shall not be had any other or further receiver to or from the said Roswell whatsoever, and such a relinquishment of dower to the premises so assigned as may have been acquired only by the means aforesaid shall be made; provided said deed or deeds shall be demanded as aforesaid within a reasonable time after the issuance of the said patents as aforesaid, and the whole charges and expenses of making the same shall be wholly paid by the grantee or grantees therein named, or by some one representing him, her, or them; and provided further, that previous to the execution by said Roswell, or his heirs, executors, or administrators, of any such deed or deeds as aforesaid, the grantee or grantees to be therein named shall and

will produce to the said Roswell, his heirs, executors, or administrators, the proper and regular chain of such grantee or grantees, to the town lot or lots which may be demanded to be quit-claimed and relinquished by said Roswell, his heirs, executors, or administrators as aforesaid, showing thereby that said grantee or grantees claim the same by virtue of a proper regular chain of conveyance or conveyances for such town lot or lots, and derived also from, by, or under one or more of the said original owners and proprietors of said town as aforesaid. Provided always, nevertheless, and these presents further witness, that whereas there may be adverse or conflicting claims presented to said Roswell, and deeds of relinquishment demanded therefor—

Therefore, it is furthermore fully and distinctly understood that the said Roswell, his heirs, executors, and administrators, shall have, and do by these presents reserve the full, absolute, and entire right and power to execute, or cause to be executed, any and all the said deeds of relinquishment which may be demanded of him or them, or either of them, as aforesaid, either to the holder or claimant of any lot or lots derived or claimed by bond or conveyance made by or devised from, by, or under Chester Ashley, or to any of the original owners and proprietors of said town; or he may make the same unto the said Ashley, his heirs and assigns, for any and all lots which may have been conveyed to him by deed, bond, or otherwise, anything herein contained to the contrary thereof in anywise notwithstanding; provided the claimant or claimants of said lot or lots so demanded to be relinquished, claim the same by bond or conveyance from, by, or under said Ashley; or he may make the same to any one or more of the said original proprietors of said town, as aforesaid, provided the proper claimant or claimants of said lot or lots so demanded to be relinquished, claim the same by bond or conveyance made by or derived from, by, or under any one or more of said original owners and proprietors, to whom said deed or deeds may be made as aforesaid; and provided also that the said Roswell shall not be obligated or bound by anything herein contained to make any one or more deeds as aforesaid to any of the said original owners and proprietors as aforesaid, or to their heirs, or to any claimant or claimants whatsoever, when original conveyance or conveyances were not acquired by him, her, or them, or some one or more prior claimant or claimants, from, by, or under some one or more of the original owners and proprietors of said original town, as aforesaid, prior to these presents.

And moreover, in order to prevent, as far as possible, all future disputes which might arise from the existence of any one or more adverse or conflicting claims to any of said lots—

Therefore, the said Roswell shall not by these presents be obliged, in making deeds as aforesaid, to consider a younger claim at the expense of an older one, wherein the rights upon the face of the original and subsequent conveyance are equal; and wherein a deed has been once made, as aforesaid, for any of the said lots, no subsequent

demand made of any other claimant therefor shall be entitled to any consideration whatever; and furthermore, nothing herein contained shall ever be so understood, either expressed or implied, that can or shall make the said Roswell in anywise responsible or liable for any claim or title, or for any defect therein; and lastly, a refusal on the part of the United States to issue the patents as aforesaid, shall from thenceforth and forever thereafter make these presents, and every matter and thing therein contained, utterly null and void.

In testimony whereof, the said Roswell Beebe has hereunto set his hand and seal the day and year first above written.

The following words *were* interlined before signing: "said," "city," "of them," "thing," "the same," "hundred."

ROSWELL BEEBE. [SEAL.]

Signed, sealed, and delivered in presence of us,
JOHN HUTT,
ANTH'Y CREASE.

STATE OF ARKANSAS,
County of Pulaski, ss.

Be it remembered that, on the sixth day of July, eighteen hundred and thirty-eight, personally appeared before me, John Hutt, a Justice of the Peace in and for the county and State aforesaid, the hereinbefore named Roswell Beebe, to me personally known, and acknowledged the foregoing instrument of writing as for his act and deed, for the uses and purposes therein contained and expressed.

In testimony whereof, I have hereunto set my hand as a Justice of the Peace, the day and year last aforesaid.

JOHN HUTT,
J. P.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Lemuel R. Lincoln, Clerk of the Circuit Court and ex-officio Recorder for the county aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the first day of September, A. D. 1838, and the same is now duly recorded in Record Book K., page 68, &c.

In testimony whereof, I have hereunto set my hand and affixed the seal of my office at Little Rock the 3d day of September, in the year of our Lord one thousand eight hundred and thirty-eight, and of the Independence of the United States the sixty-third year.

[SEAL.] LEMUEL R. LINCOLN,
Clerk, and ex-officio Recorder.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Herndon Haralson, Clerk of the Circuit Court, and ex-officio Recorder for the County aforesaid, do hereby certify that the foregoing contains a true of the deed or instrument of writing from Roswell Beebe to the Mayor and Alderman of the City of Little Rock, now of record in my office in Record Book K, page 68, &c.

In testimony whereof, I have hereunto set my hand and affixed the seal of my office at Little Rock this 8th day of July, A. D. 1844.

[SEAL.] H. HARALSON,
Clerk.

By J. A. HUTCHINGS,
D. Clerk.

Filed December 7, 1844.

Exhibit F.

At a Superior Court begun and held in and for the Territory of Arkansas, at the Little Rock, on the third Monday of June, in the year 1821, present the Hon. Andrew Scott and Benj. Johnson, Judges of said Court, amongst others were the following proceedings, to wit:—

Monday, June 25th, 1821.

WILLIAM RUSSELL
vs.
AMOS WHEELER AND OTHERS.

In Error.

The court being now sufficiently advised of and concerning the premises, delivered the following opinion, to wit: "Russell sued out, from the Justices of the Peace, a warrant of forcible entry and detainer against Wheeler and others, and, the jury having found a verdict against them, they obtained a *certiorari* and brought the case before the Circuit Court; on the trial in the Circuit the proceedings of the court or justices was set aside and annulled. Many objections have been raised by the appellant's counsel to the writ of *certiorari* granted by the court below, which, from the view we have taken, we do not deem material to decide. For the sake of the practice, however, we will consider the first question they have made. It is contended that a writ of *certiorari*, in a case of forcible entry and detainer, is, by the statute, is allowable to the plaintiff only. If the construction contended for be correct, it is believed that it would present a novelty in the history of judicial proceedings: what just reason can exist why the plaintiff in the action shall be permitted by an application to a superior tribunal to have annulled errors and proceedings by which he may be prejudiced, and the same right be denied

to the defendant, we are wholly at a loss to discover. That a claim set up by a plaintiff, which is neither supported by justice or law in a case of this kind, as well as that a defendent, *as well as that a defendant* may have acted illegally, is abundantly manifest. We cannot suppose that because a complaint is made and a suit instituted, that it therefore follows, *that it therefore follows* that the party has a just cause of action. Experiences evinces that many claims are set up which have no foundation in justice or in law. It would seem, therefore, as reasonable to extend to the defendants the same means of redress for the correction of errors which may have been committed against him as to the plaintiff, when similarly situated. But from the examination of the statute it is clear that it does not warrant the construction contended for, the right of having the proceedings revised by a higher tribunal is reciprocal, and is equally demandable by either party.

We will now proceed to the consideration of what we deem the main question in the cause, "whether the court below acted correctly in setting aside and reversing the judgment of the justices."

The first error or irregularity in the proceedings before the Justices, relied upon by the defendants' counsel, is, "that the summons is not issued according to the form prescribed by the statute; it omits one-half of the plaint. It omits the time the forcible entry, &c. was alleged to have been done. It omits the quantity of land, and the description of the boundaries as given in the plaint, and mis-recites that part of the plaint which it purports to recite."

It is true that the summons does not contain a literal copy of the complaint, nor do we apprehend that it is necessary; all that is essential is, that the summons shall contain the substance of the complaint, and so describe the land in contest that the defendant may be apprised of the extent of the claim set up against him, and thereby be enabled on the trial to make his defence. That the summons contains an apt and definite description of the land, so as fully to apprise the defendant of the subject-matter in dispute, we think admits of no dispute. The complaint is upon a forcible entry and detainer upon the N. W. fractional quarter of section two, in township one, north of the base line of range 12, west of the fifth principal meridian, containing about forty acres of land, bounded on the north by the Arkansas River, on the east by the Quapaw Indian line, on the west by the N. and S. line between sect. two and three in the township aforesaid, and on the south by southwardly boundary of the N. W. fractional quarter of section two aforesaid.

The summons describes the premises to be "that part of the N. W. fractional quarter of section two, in township one, N. N. of the base line, range 12, west of the fifth principal meridian that lies south of the Arkansas River, at a place called Little Rock Bluff, in the said county of Pulaski." It is easy to perceive that the summons described the same fractional quarter section of land that is described in the complaint, and although the description is not made in the

same words, yet they are substantially the same. It has been contended that the forms of proceedings given by the act of Assembly must be literally pursued. By adverting to the adjudications of other courts, it will be seen that a more liberal interpretation has uniformly been given to statutes analogous to the present.

In the case of Barrett *vs.* Chittwood, 2 Bibb, 431, upon a statute in many respects similar to the one under which the proceedings were had in the present case, the Court say: "That a limited jurisdiction of this sort is given by act of Assembly to be exercised *in pais;* the correct rule appears to be, that as to the extent of the jurisdiction the acts shall be construed strictly, but with respect to the mode of proceeding, a liberality of construction ought to be indulged." Other cases might be cited to show that when a statute prescribes a form of proceeding, a substantial and not a literal compliance is all that is required. We are therefore of opinion that the summons in this case does contain the essential part of the complaint, and that it is sufficient under the act of Assembly.

But the point mainly relied upon by the defendants' counsel is, "that the verdict of the jury is fatally defective, and was insufficient for the Justices to render a judgment thereon." It is in the following words: "The jury upon their oaths do find that the lands or tenements in the county of Pulaski, bounded and described as in the complaint, upon the first day of January, 1820, were in the lawful and rightful possession of said William Russell, and that the said Amos Wheeler and others did, upon the same day, unlawfully with force and strong hand, expel and drive out the said William Russell; wherefore the jury find upon their oaths that the said William Russell ought to have restitution thereof without delay."

Several objections have been taken to the verdict, which we will proceed to examine.

1st. It is insisted that the verdict does not pursue the form prescribed by the statute. This objection, as far as it regards form only, has been sufficiently remarked upon, and no further observations will be added. Another objection taken to the verdict is, "That it does not contain a description of the land in contest. By a reference to the verdict it will be seen that although it does not itself describe the boundaries, yet that it refers to a paper in the cause, to wit, the complaint, for the boundaries, which rendered it as certain and as definite as if these boundaries were again recapitulated in the verdict itself. The maxim of law, "id certum est quod redi potest certum," applies to cases like the present. We are therefore of opinion that it is not defective on this account, but that it does sufficiently describe the land in controversy. But the principal objection to the verdict relied upon by the defendants' counsel is, "that it only finds a forcible entry into the premises, and does not find a forcible detainer by the defendants."

Upon an examination of the verdict, we are clearly of opinion that it does find a detainer as well as an entry. It is, "that the

jury find that the defendants did, with force, &c., expel and drive out the plaintiff, wherefore the jury find upon their oaths that the said William Russell ought to have restitution thereof without delay." What is the conclusion that a mind, unshackled by technical rules, would draw from this latter clause of the verdict? Is not the inference irresistible that the jury find a detainer when they say that the plaintiff ought to have restitution without delay? Why should he have restitution unless he was kept out of possession? Upon any other supposition the language is more than unmeaning, it is absurd. If, then, the meaning of the jury is clear, and their intention is manifest "that the defendants detain the premises," although it may not be so expressed in technical language, or according to the usual forms, yet the Court are bound to work and mould it into form according to the real justice of the case. The rule upon this subject has been long settled, and is supported by a uniform train of authorities.

In the case of Nuford *vs.* Gobell, 1 Bibb, 247, it is laid down: "That though the verdict may not conclude precisely or punctually in the words of the issue, yet if the point in issue can be concluded out of the finding, the Court shall work the verdict into form and make it sure. Verdicts are not to be taken strictly, like pleadings; but the Court will collect the meaning of the jury if they give such a verdict that the Court can understand them."

The same doctrine is to be found, only in a stronger point of view, in the case of Crogin *vs* .Gam and wife, 1st Bibb, 257; see also 2 Bibb, 427, 3 Henning & Munford, 309; 2 Burrows, Hanks *vs.* Cropton, 698.

In the case before the Court there can be no doubt as to the meaning of the jury. They have in substance found that the defendants detained the land in contest. We are therefore satisfied that this objection to the verdict ought to be sustained; upon a consideration of the whole case, we are of opinion that the Circuit Court and in setting aside and reversing the proceedings of the justices.

It is therefore considered by the Court that the judgment of the Circuit Court be reversed and set aside, that the appellant recover against the appellees his costs about his suit in this Court expended, and also his costs in the Circuit Court, as well as his costs before the justices in this cause laid out and expended, and that he have execution thereof, &c.; and it is further ordered that a writ of restitution be awarded to the appellant to issue from this Court.

In testimony that the foregoing six pages contain a full, true, and complete transcript of the opinion and judgment entered of record in the case therein stated, taken from the records of the Superior Court of the late Territory (now State) of Arkansas, and which are in the care and custody of the Clerk of the Supreme Court of the State of Arkansas.

I, Luke E. Barber, Clerk of said Supreme Court, have hereto set

[SEAL.] my hand and affixed the seal of said Supreme Court at office in the city of Little Rock, this 24th day of August, A. D. 1844.

L. E. BARBER,
Clerk.

Filed December 7, 1844.

GENERAL LAND-OFFICE, *Sep.* 24, 1839.

GENTLEMEN: Your letter of the 20th July last, with its inclosures, as also the letter of the Receiver of the 25th of the same month, in reference to certain tracts of land located by floats Nos. 3,549, 3,550, 3,552, and 3,554, under the Act of 19th June, 1834, has been received.

After an attentive and careful examination of all the questions connected with the different claims preferred to the land above referred to, this office on the 18th instant transmitted to the Secretary of the Treasury, agreeably to his request, all the papers in reference to the case, with an opinion of this office in favor of a confirmation of these floats, regarding the bond filed by Roswell Beebe as a sufficient compliance with the spirit of the circular of 11th October, 1837, and I have this day received from him a communication concurring in that opinion. Patents will, therefore, issue for certificates 3,549, 3,550, 3,552, and 3,554. The New Madrid locations were rejected under the opinions of the Attorney-General of 4th Dec'r, 1826, and 6th May, 1836, as said locations and the other claims preferred to the land were decided to be of no validity.

Respectfully, your ob't serv't,
JAS. WHITCOMB,
Comm'r.

TO REGISTER AND RECEIVER,
Little Rock, Ark's.

(*H.*)

(*Copy.*)

GENERAL LAND-OFFICE, *December* 26, 1838.

GENTLEMEN: You will, immediately on the receipt of this, report to this office why entries 3549, 3550, 3552, and 3554, floats under the acts of June, 1834, were permitted to be made on land already occupied by prior claims, long since located, and against the validity of which this office possesses no evidence.

Respectfully, &c.,
Signed, JAS. WHITCOMB,
Commissioner.

REGISTER AND RECEIVER,
Little Rock, Arkansas.

(*J.*)

LAND-OFFICE, LITTLE ROCK, *January* 30, 1839.

SIR: Your letter of the 26th ultimo has been received, requiring us to report the reasons "why entries No. 3549, 3550, 3552, and 3554 were permitted to be made on land already occupied by prior claims long since located, and against the validity of which this (your) office possesses no evidence."

In reply, we have to state that these entries were permitted in conjunction with 3556, upon the demand of Roswell Beebe, and the several allegations made by him, setting forth and showing conclusively that the Treasury Department had disallowed the pre-emption claims granted under the act of 1814, upon all lands south of the Arkansas, ceded by the Quapaw treaties of 1818 and 1824, including the pre-emption at this place, upon the grounds that the Indian title to these lands had not been extinguished at the passage of that law, and that the validity of these locations depended upon the same principle, and would no doubt be governed by the same rule of decision, and at which time no one here or elsewhere, so far as we have knowledge, had ever set up any claim to these lands, excepting persons desiring conveyances from those who had supposed they rightfully held from the United States under the pre-emption act of 1814, and the New Madrid locations.

The original plat of survey, embracing these entries, was at the time complete, and represented the subdivisional lines and the number of acres corresponding respectively with those certificates of entry, and there was no evidence of proper record on file in either of our offices, to show that these lands were ever regularly entered or located, and due return made thereof according to law, except such evidence as was exhibited by the pre-emption abstract from Batesville, under the act of 1814, and the coloring of the plat. The capitol of the State of Arkansas is built upon a portion of these lands, at a cost of some $70,000 dollars or more.

The corporate authorities of the city of Little Rock, as well as the inhabitants, all hold under conveyances derived from or under the pre-emption claim, and against the New Madrid claims, either by a compromise made by the respective claimants, about the year 1821, or by the decision of the land officers at Batesville, of which we are not particularly informed.

All parties within the limits of the city, we believe, are fully satisfied that those entries which embraced it will cure the defects in their titles, as no dissatisfaction is known to exist with any one interested in the question. Those entries were, therefore, allowed by us upon due reflection, under the belief that we were acting correctly in the faithful discharge of our duties, and by which the individuals who supposed they rightfully claimed these lands will be enabled to obtain a perfect title, and thereby save and protect the rights and

titles of the numerous persons claiming under them, and to whom they are bound by obligation or deed.

Herewith inclosed you will receive a copy of an obligation executed for the purpose of ultimately securing the rights of persons who desired (derived ?) their conveyances from any of the original claimants, to those several tracts of land which has been duly recorded, according to law, and will be in force from and after the emanation of the patents. The original has been deposited in our office as a public document, for the examination of all concerned.

We are, sir, very respectfully,

Your ob't serv'ts,

SAM'L M. RUTHERFORD.
P. T. CRUTCHFIELD.

JAS. WHITCOMB, ESQ.,
Commissioner of the General Land-office,
Washington City, D. C.

(*Copy.*)

This instrument of writing, made this sixth day of July, eighteen hundred and thirty-eight, by and between Roswell Beebe, of the city of Little Rock, in the State of Arkansas, of the one part, and the Mayor and Alderman of said city of Little Rock, in behalf of said city, as well as in behalf of the said State of Arkansas, and also in behalf of any person or persons who may have in his own right a proper and regular chain of conveyance or conveyances of any town lot or lots situate in the first original town, now city of Little Rock, derived from, by, or under any one or more of the original owners and proprietors of the said town, as aforesaid, and as represented upon the first original plan as then surveyed and laid off into town lots, of the other part, witnesseth, that whereas the said Roswell Beebe has caused to be located and entered, with pre-emption floating claims, at the land-office at Little Rock, and upon which the city, as aforesaid (west of the Quapaw line), is now built, the following described tracts or parcels of land, to wit: the northeast fractional quarter of fractional section three (south of Arkansas River), and the west fractional parts of the northwest and northeast fractional quarters of fractional section two (north of Arkansas River and west of the Quapaw line), all in township one north of the base line of range twelve west of the fifth principal meridian; and whereas the original town of Little Rock, as aforesaid, west of the Quapaw line, now composing a part of said city, as aforesaid, is embraced and included within the tracts of land which the said Roswell has caused to be located and entered, as aforesaid; and whereas the said Roswell is willing and desirous, should patents hereafter be granted and issued to him and his heirs, by the United States, for the said several tracts of land, by virtue of the locations and entries as aforesaid, and which now embraces a part of the said original town, as aforesaid, now a

part of said city, to convey a quit-claim deed or deeds only to said Mayor and Alderman, in behalf of said city, and to said State, and to any person or persons, his, her, or their heirs, all and every right, title, interest, claim, and demand, which the said Roswell may acquire in and to the said tracts of land, by reason of the locations and issuing of the patents, as aforesaid, to any lot or lots in said city, to which they or either of them, or their heirs or either of them, may claim, by a regular chain of conveyance or conveyances derived from, by, or under some one or more of the said original owners and proprietors of the said original town (west of the Quapaw line), now a part of said city, as aforesaid: Now, therefore, know all men by these presents, that the said Roswell, in consideration of the premises, and also in consideration of one dollar to him in hand paid by the said Mayor and Alderman of said city of Little Rock, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, doth hereby, for himself, his heirs, executors, and administrators, promise, covenant, and agree that on the final issuance of the patents, by virtue of the said locations and entries which embrace said original town, as aforesaid, he, the said Roswell, his heirs, executors, and administrators, will, at the reasonable demand of the said Mayor and Aldermen of said city, or of the State of Arkansas, or of any person or persons, his, her, or their heirs, who may claim any lot or lots in the said city, as aforesaid, by virtue of a proper regular chain of conveyance derived from, by, or under some one or more of the said original properties, as aforesaid, execute or cause to be executed unto the said Mayor and Alderman, in behalf of said city, and to their successors in office, and unto the State of Arkansas, and unto any person or persons, or his, her, or their heirs, as aforesaid, a quit-claim deed or deeds of relinquishment, thereby assigning, transferring, and setting over all and every the right, title, and interest, claim and demand, whatsoever, which the said Roswell may, might, or shall have acquired to each and every lot or lots so assigned and set over by reason and means of the locations and entries and the issuing of the patents, as aforesaid; and also with the explicit understanding that, when the said deeds are so made, there shall not be had any other or further recourse to or from said Roswell, whatsoever; and such relinquishment of dower to the premises so assigned, as may have been acquired only by the means aforesaid, shall be made, provided said deed or deeds shall be demanded, as aforesaid, within a reasonable time after the issuance of the said patents *patents*, as aforesaid, and the whole charges and expenses of making the same shall be wholly paid by the grantee or grantees therein named, or by some one representing him, her, or them; and provided further, that, previous to the execution by said Roswell, or his heirs, executors, or administrators, of any such deed or deeds, as aforesaid, the grantee or grantees to be therein named shall and will produce to the said Roswell, his heirs, executors, or administrators, the proper and regular chain of such grantee or grantees to the town lot or lots which may

be demanded to be quit-claimed and relinquished by said Roswell, his heirs, executors, or administrators, as aforesaid, showing thereby that said grantee or grantees claim the same by virtue of a proper regular chain of conveyance or conveyances for such town lot or lots, and derived also from, by, or under some one or more of the said original owners and proprietors of said town, as aforesaid.

Provided always, nevertheless, and these presents further witness, that whereas there may adverse or conflicting claims presented to said Roswell, and deeds of relinquishment demanded therefor, therefore it is further and more distinctly understood that the said Roswell, his heirs, executors and administrators, shall have, and do by these presents reserve the full, absolute, and entire right and power to execute or cause to be executed, any and all the said deeds of relinquishment which may be demanded of him or them, or either of them, as aforesaid, either to the holder or claimant of any lot or lots derived or claimed by bond or conveyance made by, or derived from, by or under Chester Ashley, or to any of the orignal owners and proprietors of said town; or he may make the same unto the said Ashley, his heir and assigns, for any and all lots which may have been conveyed to him by deed, bond or otherwise, anything herein contained to the contrary notwithstanding; provided the claimant or claimants of said lot or lots so demanded to be relinquished, claim the same by bond or conveyance from, by, or under said Ashley; or he may make the same to any one or more of the said original proprietors of said original town as aforesaid, provided the proper claimant or claimants of said lot or lots so demanded to be reliquished, claim the same by bond or conveyance made by or derived from, by, or under any one or more of said original owners and proprietors, to whom said deed or deeds may be made as aforesaid: and provided also that the said Roswell shall not be obligated or bound, by anything herein contained, to make any one or more deeds, as aforesaid, to any of the said original owners and proprietors, as aforesaid, or to their heirs, or to any claimant or claimants whatsoever, whose original conveyance or conveyances were not acquired by him, her or them, or some one or more prior claimant or claimants from, by, or under some one or more of the said original owners and proprietors of said orignal town, as aforesaid, prior to these presents; and moreover, in order to prevent as far as possible all further disputes which might arise from the existence of any one or more adverse or conflicting claims to any of said lots; therefore, the said Roswell shall not by these presents be obligated in making deeds as aforesaid, to consider a younger claim at the expense of an older one, wherein the rights upon the face of the original and subsequent conveyances are equal; and wherein a deed has been once made, as aforesaid, for any of the said lots, no subsequent demand made by any other claimant therefor shall be entitled to any consideration whatever; and furthermore, nothing herein contained shall ever be so understood either as expressed or implied, than can or shall make the said Roswell in any-

wise responsible or liable for any claim or title, or for any defect therein; and lastly, a refusal or the part of the United States to issue the patents as aforesaid, shall henceforth and forever make these presents, and every matter and thing therein contained, utterly null and void.

In witness whereof the said Roswell Beebe has hereunto set his hand and seal the day and year first above written

ROSWELL BEEBE. [SEAL.]

Signed, sealed, and delivered in presence of us,

JOHN HUTT,
ANTHONY CREASE.

STATE OF ARKANSAS,
County of Pulaski, ss.

Be it remembered that on the sixth day of July, eighteen hundred and thirty eight, personally appeared before me, John Hutt, a justice of the peace in and for the county and State aforesaid, the hereinbefore named Roswell Beebe, to me personally known, and acknowledged the foregoing instrument of writing as for his act and deed, for the uses and purposes therein contained and expressed.

In testimony whereof I have hereunto set my hand as a justice of the peace the day and year last aforesaid.

JOHN HUTT,
J. P.

STATE OF ARKANSAS,
County of Pulaski, ss.

I, Lemuel R. Lincoln, Clerk of the Circuit Court and ex-officio Recorder for the county aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 1st day of September, A. D. 1838, and the same is now duly recorded in Record Book R, page 684.

In testimony whereof I have hereunto set my hand and affixed the seal of my office at Little Rock, the 3d day of [SEAL.] September, in the year of our Lord one thousand eight hundred and thirty-eight, and of the Independence of the United States the 63d year.

LEMUEL R. LINCOLN,
Clerk and ex-officio Recorder.

(*L.*)

(*Copy.*)

GENERAL LAND-OFFICE, *May* 25, 1839.

GENTLEMEN: The location of parts of T. 1, N. R. 12 W. by the floats of Geo. Harris, No. 3550, and Jackson Crain and Joel Crain,

No. 3553 of the Little Rock district, upon which patents have been registered, cannot, in the present condition of the evidence before this office, be sanctioned, inasmuch as they appear to have been made without a compliance on the part of the claimants with the requisitions of my circular of 11th October, 1837, respecting improvements. Their interference, also, with the New Madrid claims of Peter Porier (No. 15), and Ely Dejailois (No. 264), forms another objection, as the question of the validity of these latter claims on the point raised in your argument submitted in this matter has not yet been fully determined, and is held up for further consideration. The latter consideration will prevent patents issuing on the five section claims which interfere with the New Madrid claim of Henry Cockerham (No. 156).

Respectfully, your obd't servant,
JAS. WHITCOMB,
Com'r.

Messrs. KING & WILSON,
Washington.

WASHINGTON CITY, 27*th May*, 1839.

SIR: We have the honor to acknowledge the receipt of your letter of the 25th inst., refusing the patents applied for on certificates 3550 and 3552, because the entries appear to have been made without a compliance with the requisitions of part of your circular of the 11th October, 1837, respecting improvements; and also because of their interference with the New Madrid claims of Peter Porier and E. Dejarlois; and also refusing our application for patents upon certain five section locations, because of their interference with the New Madrid claim of Hy. Cockerham. We trusted and believed that the reference we had given to several of the opinions of the Attorney-General, as well as the constant uniform practice of your office in acting upon the numerous similar cases affected thereby, conclusively settled, and that beyond the shadow of a doubt, that the New Madrid claims were totally void *ab initio;* and as those claims were never represented upon any official plat, either in the office of the Register or Surveyor-General, or in your own office, while all the official plats represented the tracts located and entered, and for which patents are asked as surveyed public lands, no objection, based upon such void claims, was anticipated for a single moment. We also furnished your office with the very best evidence that the circumstances of the case admitted, showing that the spirit of the rule established by your circular was virtually complied with, even admitting that it had been intended to apply to such cases; for, as to our power of procuring the written assent of all the owners of these improvements, belonging, as they do, to non-residents, minors and others, as well as to residents, we will only remark that the impossibility of adopting this course was so apparent, that in conversation you freely admitted that it was utterly impracticable, from the very nature of the case. All

the improvements on the tracts covered by the pre-emption floats are made upon lots, the sole color of title to which are derived from us, and for the establishment of which we are responsible; and thus, in fact, the improvement might be considered as our own.

That these locations are satisfactory to the holders of these improvements, is not only manifest from the report made to your office by the district land-officers residing upon the spot in which, in reply to your inquiries, they expressly state "all parties within the limits of the city, we believe, are fully satisfied that those entries which embrace it will cover the defects in their titles, as no dissatisfaction is believed to exist with any interested in the question;" but also from the circumstance, equally strong, that those entries were made upwards of eleven months ago, and no opposition to them has been made by any of those persons whose improvements are covered thereby, although they are fully apprised of their existence.

Our entries are not only supported in this manner, but there is in your office a copy of the obligation, freely entered into upon the part of the applicant for the patent subsequent to making the entries, with the corporate authorities of the city for themselves and as trustees for the State, and for all individuals having equitable claims to any of the lots thus located, and by them placed upon record, receiving the legal title from the United States, he becomes bound to give legal titles to all the holders of any such equitable interests.

Under these circumstances, and apprised, also, as your office was, that, inasmuch as these improvements have been made upon lots, the title to which emanated from us at periods when we thought we had an indefeasible title to their lands under these very locations belonging to us, and which are now set up against ourselves, we made these entries, not for the purpose of speculation, but at great expense, as the only possible means that could be devised by which, after we had ascertained that it was not possible to sustain the validity of the locations under color of which we had disposed of these lots, we could acquire a legal title to the lands, and thus be enabled to give to the holders of these lots the legal title we are bound to do by our obligation; the refusal to issue the patents was not only unlooked for but is much to be regretted, as the soundness of Mr. Butler's view of such a course as given in his opinion of the 21st April, 1836, in which he says: "It is, perhaps, needless to add that the power of withholding the execution of a patent when the regular certificates have been produced, ought not to be exercised except on strong grounds," will not be questioned, we believe.

This regret is felt, not only so far as our interests are concerned, but upon account of the fatal effect which it is calculated to have upon the property of the city, and all interested therein. Every person at all acquainted with the existing titles to the lots in the city is fully aware that, if not supported and sustained by these entries, they have, in fact, not the least foundation for their claims; and, therefore, the public improvements commenced by its citizens,

such as the public landing, &c., as well as those contemplated by the owners of the lots, are almost entirely suspended, and will remain so until these entries are admitted; for it is not to be supposed that they will go on and make heavy expenditures upon lands to which they are aware they can otherwise have no claim.

As by the very terms of the bond in question it becomes void by a refusal of (on?) the part of the United States to issue the patents (and it being, in fact, impossible for us to give the desired and contemplated legal titles as long as the patents are refused), and as we are bound legally, as well as by every principle of good faith, to prosecute our claim to the patents until this refusal is approved by the ultimate authority; and we are, therefore, fully and absolutely absolved from all the legal responsibilities under which that obligation places us; we are compelled, by a sense of duty, to the persons entitled to the benefit of that obligation to appeal from your decision, and respectfully to ask, that all the papers connected with the case may be sent up to the Secretary of the Treasury, in order that, if he should deem it necessary, the opinion of the Attorney-General may be had.

We have the honor to be, with great respect,
Your most obed't serv'ts,
C. ASHLEY & R. BEEBE,
By KING & WILSON,
their Attorneys.

The Hon. JAMES WHITCOMB,
Commissioner of the General Land-office.

LAND-OFFICE, LITTLE ROCK, *July* 15, 1839.

SIR: We herewith inclose to your office the claims of William Cummins, Nicholas Peaz, and Richard C. Byrd, to the right of pre-emption under the act 19th June, 1834, on land upon which a portion of the city of Little Rock is located, and being a part of the same lands formerly covered by the pre-emption claims of William Russell, as assignee, &c. under the act of 1814 (set aside and annulled by you last month), together with an agreement addressed to this office by the said William Cummins, which we also herewith inclose for your consideration, at his request; as the testimony on each of those claims show, that a number of persons cultivated and possessed their respective improvements at the time required by the act of 19th June, 1834, and does not show who were the two first actual settlers, we respectfully desire to know whether, under the law, they can, by agreement, all claim together the right of pre-emption in one tract?

The lands now claimed by the above individuals under the act of 1834, were covered by the location, above named, of William Russell, during the existence of the act of 1834, by which these individuals were prevented from perfecting their rights; we would, therefore,

respectfully desire to know whether that circumstance is a sufficient excuse in law, in not proving their claims during the existence of the act of 1834.

We stated in our letters of the 30th January last, that we believed there was no dissatisfaction evinced as to the location of the floats in this town in June of last year. Neither do we now know of any particular dissatisfaction on the subject, further than the very great anxiety with which every person is impressed to obtain a perfect right to the property claimed and purchased by him, and the doubt entertained by some of obtaining the same through and by the location of said floats.

The individual who located these floats in June of last year, entered into an obligation and covenant (a copy of which we transmitted to you with our letter of the 30th of January last), by which he agreed, in case the lands so located by him should be patented to him, he would convey title to all persons holding improvements on the lands so located, and during their conveyances from any of the original locations or proprietors of the town, which we know was all that the settlers, occupants, and purchasers of town lots desired.

Some, however, entertain a doubt that they can hereafter enforce by law the covenant of the individual so made for said purpose; and, being impressed with these views, do now claim at the hands of the government, their right of pre-emption on these lands under the act of 1834, by presenting their claims as aforementioned, on which we have asked your legal advice as aforesaid.

As the location of William Russell aforesaid was suspended in your office for near twenty years, and was not officially annulled and set aside till last month, and not being able to divine what may be the final decision in relation to the other claims to the lands which include this city, and being, both of us, deeply interested as proprietors of property and town lots, we have joined a number of other citizens in appealing to Congress, by memorial, to confirm and make valid the said location of William Russell, from whom we all desire conveyances for our town property.

We have the honor to be, sir, very respectfully,

Your obedient servant,

P. T. CRUTCHFIELD,
SAM'L M. RUTHERFORD.

JAMES WHITCOMB, ESQ.,
Commissioner of the General Land-office,
Washington City, D. C.

LITTLE ROCK, ARKANSAS, *July* 16, 1839.

To the Commissioner of the General Land-office :—

SIR: I herewith inclose to you a memorial addressed to the Congress of the United States, praying a confirmation of the original title to the lands on which the city of Little Rock is now situate.

This memorial is now signed by some one hundred of the most substantial and influential citizens and property holders of the place. It is designed to be placed upon the next Congress, and I assure you that by the time Congress meets it will be swelled to near one thousand; indeed (by) every man who has any interest in the place.

This memorial is inclosed to you with a view to prevent the confirmation or issuance of any title to Roswell Beebe, until the action of Congress can be had. No inconvenience can arise to Mr. Beebe by delay, and much trouble and heavy loss may occur to the citizens of the city by a precipitate action in his favor. Will you have the goodness to write me the determination upon the subject. You will observe that Samuel M. Rutherford and Peter T. Crutchfield, the land-officers at this place, have signed the memorial.

I am, dear sir, respectfully,

WM. FIELD.

To the Honorable the Senate and House of Representatives of the United States in Congress assembled.

Your memorialists, citizens and property-holders of the city of Little Rock, in the State of Arkansas, respectfully represent, that many years since, under the Act of Congress approved in the year 1814, granting pre-emption rights to settlers on the public lands, one Benjamin Murphy and White made proof and established before the proper land-officers their right to a pre-emption upon the northwest fractional quarter of section number two, and the southwest fractional quarter section number two (No. 2), and the north fractional quarter of section number three, all in township number one north, of range twelve west, west of the Qaupaw line, and south of the Arkansas River, in the district of lands (now situate in the Little Rock district), of the then Territory of Arkansas.

Your memorialists would further represent, that the said pre-emption right of Murphy and White was conveyed to one William Russell, many years since, and by the said Russell and others laid off in town lots and a town regularly established (now the city of Little Rock), that your memorialists and others purchased in good faith from the said Russell and the other persons representing themselves as owners and proprietors of the lands aforesaid, many lots; that they have built large and valuable houses upon the same; that they have enjoyed quiet and peaceable possession of these lots they purchased, and that under the full and confident belief that the pre-emption of the original proprietors, together with their conveyance to William Russell, was sanctioned and confirmed by the Government; many of the lots so purchased have passed through the hands of various individuals for the last nineteen or twenty years; that large and valuable public improvements have been made upon said lands, such as State-house, Court-house, &c. And in fact, that the private and public improvements will amount, at this time, to several millions

of dollars. Your memorialists would further represent, that they have recently learned that by a decision of the Commissioner of the General Land-office, the Secretary of the Treasury, or the Attorney General of the United States, the said pre-emption claim of Murphy, &c. was annulled and set aside.

Your memorialists would further represent, that they are informed that one Roswell Beebe has located within the last twelve months some floating pre-emptions, or other claims upon the before-mentioned lands, and that he is now using his best exertions to obtain a patent for the same.

Your memorialists, believing in the rectitude of their own course, and confiding in the honesty of those from whom they derived title to the lots in the city of Little Rock, have ever believed they were safe from the intrusions of designing and artful speculators. They would respectfully represent to your honorable body, the distress which must inevitably ensue if the lands above described are not confirmed to the assignees of the original pre-emptors, or so arranged that the present owners and occupants of lots are not secured in the enjoyment of their rights thus obtained; they respectfully and earnestly request your honorable body to confirm the original location, and to secure by such laws as may be necessary, each and every individual now owning property or lots derived from the original proprietors of said town of Little Rock, either directly or indirectly. The number of individuals involved in this matter, your memorialists would represent to be numerous.

Daniel McGalloway, William Field, Norman Boardman, Charles Caldwell, Samuel P. Badget, Harris Scull, Elias Good, W. M. Stevenson, W. H. Morris, R. C. Byrd, W. R. Gibson, John Hutt, L. Gibson, C. P. Bertrand, Joseph R. Bittison, Jefferson Smith, Thomas W. Newton, B. Williams, Jos. M. Newton, Charles Ripley, W. Prather, L. Reardon, J. G. Budd, E. Walters, Nicholas Peaz, James Lawson, Jr., W. F. Pope, James Pitcher, W. Peach, S. M. Weaver, W. Cummins, Benjamin Limbaugh, Samuel M. Rutherford, W. W. Adams, J. R. Robinson, S. D. Blackburn, John E. Reardon, S. H. Webb, A. J. Hutt, S. H. Hutchings, S. H. Tucker, Abraham Rapley, Simon Buckner, B. W. Owens, D. W. Carroll, J. B. Badgett, L. G. Reardon, F. G. Thibault, E. R. Woods, G. W. Kinder, Julean Imbeau, R. F. Dunn, Thomas C. Brown, John Percefull, Lister Lyon, W. L. Gross, W. C. Beck, John P. Smith, H. Haralson, Darwin Lindsley, John W. Haralson, Jacob Benton, M. Cunningham, Thomas Parsel, George H. Bennett, John Dering, Lemuel Adams, Daniel Boardman, Alexander Boileau, Alden Sprague, Daniel McDonald, Robert W. Johnson, Albert Pike.

WASHINGTON CITY, 28th August, 1839.

SIR: Herewith inclosed you will receive the affidavits of James De Baun and William E. Woodruff, Esq., United States Pension

Agent for the State of Arkansas, which I beg leave to file in your department, to show the absurd position in which William Cummins, Richard C. Byrd, and Nicholas Peaz, respectively claim the right of pre emption to the lands upon which the city of Little Rock is now built, under the act of 19th June, 1834, are placed, and would be, even admitting their proof to have been filed within the life of the law. Also the certificate of the Clerk of the Court of that county, which exhibits the notorious fact that neither of those persons claiming the right of pre-emption were the owners of any property in said city, west of the Quapaw line at that time. The witnesses in these cases are C. P. Bertrand, W. W. Stevenson, Wm. Field, and Matthew Cunningham, neither of whom own any lots in that part of the city except Bertrand, who I believe owns one or more.

And I would further state of my own knowledge that Bertrand and Stevenson are part owners in the new town of Decantillen, laid off on the opposite bank of the river Arkansas, and that Cunningham is the father-in-law of Bertrand; that Byrd, Bertrand, and Stevenson own a large property in the new addition to the city, east of the said Quapaw line. The others having no direct interest in the matter, are no doubt actuated by either personal or political motives, which in this business they no doubt deem a sufficient justification for their course.

Procrastination is all they can expect to gain, which of itself would tend to build up these rival places, in which most of them are in some way interested, and at the same time retard the future growth and prosperity of the city west of the said Quapaw line.

Then it will readily be seen that these persons form a sort of coalition, to whom I care not for according my good motive; Cummings being their leader, and having been twice defeated in his effort to gain a seat in Congress, now, in order to promote his influence at the ballot box by those insidious demagogues, means to subvert the sacred rights of those whose political suffrage he has never presented, and failed to obtain.

And I now again respectfully reiterate the assertion that these persons, moving in this business solely for the purposes of prejudicing and influencing the *the* department against my location, have no lots in that part of the city, and I further state, without fear of contradiction, that none of the property holders or original proprietors have as yet taken any steps to prevent the issuing of the patents in these cases. It is, however, true that some have signed the memorial to Congress now in your office, from the improper statements made to them at the moment, or without knowing or caring anything about the matter; while others have done so perhaps from fear, affection, or from other local causes. It is proper also to remark that the said memorial is signed by 89 persons, about 27 of which are property-holders, and that about 62 are not the holders of any lots in the said city, out of which number of property-holders, 20 of them, owning some 95 lots, would without any hesitation give their written

assent to the locations; the 7 others, owning about 19 lots, I presume would not do so from personal considerations. Therefore it seems to me perfectly clear that the rights of individuals should not be prejudiced by designing persons, having no right to interfere, and striving to elevate themselves by the downfall and ruin of others.

My motives for making any political reference in this matter is upon the grounds that in a new country like Arkansas, a difference of opinion in political matters is considered a good and sufficient reason for an uncompromising opposition, opposition in all the various relations of life.

The statement made by Mr. Cunningham in his letter to you, dated some time last month, relative to the invalidity and insufficiency of my bond, is untrue, and without the shadow of foundation.

It has been frequently examined by the best legal men in the State who are property holders in the city to a large amount, and pronounced valid in law and satisfactory.

Amongst these are the Judges of the United States District Court for Arkansas, the Chief Justice of the State, the Hon. A. H. Sevier, Mr. S. Fulton, and Edw. Cross, the members of Congress from the State, the United States District Attorney, and many others of legal ability.

I am sir, very respectfully
your obedient servant,
ROSWELL BEEBE.

HON. JAMES WHITCOMB,
Com. of Gen. Land-office.
Washington City, D. C.

GENERAL LAND-OFFICE, *September* 18*th*, 1839.

SIR: Having received the report from the register and receiver at Little Rock, required in my letter of the 9th of May last, and to which allusion was made in mine to you on the same subject, dated 31st of the same month, I have the honor herewith to transmit, agreeably to your request of the 8th June last, the papers in the Little Rock case, then returned by you together with those received with the report above mentioned, dated 29th July, 1839, as well as others which have reached this office since the last action had by me in the matter. The lands embraced in the present case (exclusive of the claim of Cockerham under the New Madrid location), are the N. W. fr'l qr. and W. ½ S. W. qr. 2, N. E. fr'l qr. and S. E. qr. 3 T. 1, N. R. 12 west, all north of the Arkansas River, and west of the Quapaw line, and have been claimed and entered as follows:—

The whole of the tracts except a small fraction of the W. ¼ S. W. 2, are covered by the New Madrid claims of Peter Porier and Eloi Dejarlois under law of 17th February, 1815; N. E. fr'l qr. 3, by pre-emption entry No. 241, in name of William Russell; S. E.

qr. 3 claimed by Matthew Cunningham under act of 26th May, 1824; by the same person under act of 29th May, 1840; same tract claimed by Christian Brumback under act of 29th May, 1830, and also by Gen. Pope under act of 15th June, 1832, and also by Elizabeth Bacchus under act of 22 June, 1838; the N. E. fr'l qr. 3, claimed by William Cummins under act of 19th June, 1834; the N. W. fr'l qr. 3, claimed by Richard C. Byrd and Nicholas Peaz, under act of 19th June, 1834, and the floats No. 3549, 3550, 3552, and 3554, certificates for which have been issued at Little Rock, cover all the tracts above mentioned. The entry No. 241, under the act of 1814, the claim of Elizabeth Bacchus, that of William Cummins, those of Richard C. Byrd and Nicholas Peaz, and the claim of Matthew Cunningham, under the act of 26th May, 1824, have all been heretofore disposed of, and the only claims to be examined are the New Madrid locations, the claims under the act of 1830, of Brumback and Cunningham, that of Gov. Pope under the act of 15th June, 1832, and the floats under the act of 19th June, 1834; except that as the Cunningham claim under the act of 26th May, 1834, was rejected, when a different opinion as to the validity of the New Madrid claims was entertained, it might claim a rehearing on its merits, divested of the influence which the consideration of the valid character of the latter claims may have had in such decisions.

The prior claims of all are those under the act of February 17th, 1815, in the names of Porier and Dejarlois; that act grants the rights claimed by the parties to lands only the sale of which is authorized by law, and as at the date of that act the land located belonged to the Quapaw Indians, these locations, in my opinion, are void under the opinions of the Attorney General, of December 4, 1826, and 3d May, 1836; other objections existed to them in common with other claims under the original law, which the acts of 26th April, 1822, and 2d March, 1827, would have remedied, but for the vital objection above mentioned.

Nothing, then, appears to prevent the confirmation of the floats but the want of a compliance with the directions in the circular from this office, dated 10th October, 1837, requiring the written consent of those upon improved lands to be filed when such land was applied for. As these floats were located to secure the title to the holders of the New Madrid locations, and the pre-emption claims under the act of 1814, from whom conveyances to individuals for all the town property are said to be devised, and as the floating claimant has entered into bond for the conveyance to them of all the title he shall acquire by the issuing of a patent on these floats, it is respectfully submitted whether the spirit of that circular has not been complied with by the filing of that bond, particularly as no objection has been made except by those claiming part of the same land by pre-emption, and as numerous letters from alleged large property-holders in the city of Little Rock have been received (and herewith transmitted), urging the confirmation of the floats as the only means of securing

their titles, heretofore deemed good, and expressing the fullest confidence that the bond aforesaid, upon such confirmation, will effect that object.

Respectfully, your obedient servant,

JAMES WHITCOMB,
Com'r.

HON. LEVI WOODBURY,
Secretary of the Treasury.

TREASURY DEPARTMENT, *February 1st*, 1838.

SIR: Under the views presented in your letter of the 18th instant, I see sufficient objection to the confirmation of the floating entries, and the issue of patents thereupon.

I am respectfully, sir,
Your obedient servant,
LEVI WOODBURY,
Secretary of the Treasury,
Commissioner of the Gen. Land-office.

P. S. All the papers are herewith returned.

(*D.*)

GENERAL LAND-OFFICE, 24*th Sept.*, 1839.

SIR: It appears by the statement filed by you in this office, that "on the 25th December, 1824," you made application to the Register of the Batesville Land-office to locate a Cherokee pre-emption upon the S. E. qr. of sec. 3, T. 1, N. R. 12 W. (Arkansas), which application was rejected, upon the ground that the land was covered with a New Madred location, and I uuderstand the object of your present application is to have the New Madred location on the said land set aside, so that you may proceed to establish your claim to the land. On examination, I find a portion of the tract above described is covered by a New Madred location, certificate No. 264, dated Nov. 30, 1815, in the name of Eloi Dejarlois, and the residue of it, by a New Madred location certificate, No. 15, in the name of Peter Porier; both of which locations, it seems, were made before your application for the entry of the said lands.

Further; admitting that the New Madrid locations were voidable under the construction given to the act of 1815, before the act of 1827, yet, as they had not been rendered void by the department when you applied to enter the tract by virtue of a Cherokee pre-emption, under the act of 26th May, 1824, Land Laws, p. 865, "concerning pre-emption rights in the Territory of Arkansas," (in support of which pre-emption I understood you to say that no proof had been filed), I am of opinion that the land could not have been

legally entered by you. In view of all these facts, it is the opinion of this office that the New Madrid locations in question should hold, and that no relief by the department can be extended to you in the premises. The diagram which you left at this office, and also the copy of Mr. Graham's letter, of 12th February, 1825, are herewith returned.

Very respectfully, your obedient servant,

JAMES WHITCOMB,
Commissioner.

M. CUNNINGHAM, Present.

(*F.*)

GENERAL LAND-OFFICE, *June* 11, 1838.

SIR: Pursuant to the request of your counsel, I have reviewed the decision of this office (as communicated to you on the first February last) on your application to have the New Madrid locations of Dejarlois and Porier set aside, so that you may proceed to establish your claim to the land referred to as the S. E. ¼ sec. 3, Z 1, N., R. 12, west, Arkansas, and have carefully examined the arguments that have been submitted in the case, in connection with the opinion of the Attorney General of the 5th April last. In that opinion the Attorney General states that he has "examined the act of the 2d March, 1827," supplemental to "an act to perfect certain locations and sales of the public lands in Missouri, passed April the twenty-sixth, one thousand eight hundred and twenty-two," and is "of opinion with the Commissioner of the General Land-office," that as between the United States and the persons making the locations, it confirms all the locations made under the act of 1815, when not exceeding 640 acres in the whole to any one sufferer, and that, in this respect, it abrogated the construction given in "the Attorney General's office, and in the Land-office, to the act of 1815." Also that his is of opinion, that as Mr. Cunningham did not, at any time prior to the 2d March, 1827, take the necessary steps to complete his entry, supposing that, under the law as it then stood (he was entitled so to do) the right of the other parties became, by the passage of the confirmatory act of that date, valid as against him as well as the United States."

It is now alleged that additional evidence is furnished; that you had such a right, and that you did take the necessary steps to complete it; and that the latter part of the Attorney General's opinion was given in the absence of the facts.

The points now open for examination are, therefore,

1st. Whether you had a right to complete your entry to the land identified as the S. E. ¼ 3, 1 N., 12 W., Arkansas?

2d. If so, whether you took the necessary steps to complete your entry?

It is found that the land in question is represented on the town-

ship plat as covered by the claim of Eloi Dejarlois, located by virtue of New Madrid location, certificate No. 264, dated 30th November, 1815, and by that of Porier, certificate No. 15, dated 12th November, 1815. The certificate of survey for Dejarlois is dated April 19, 1820; that for Porier the 1st of May, 1820. To Dejarlois three location certificates had been issued by the Recorder of land titles, under the act of 17th February, 1815; one of these, No. 244, dated 28th November, 1815, was for 200 arpens; the quantity of a tract that had been confirmed to, and which was relinquished by, Dejarlois, and two certificates, No. 263 and 264, dated 30th November, 1815, of 160 acres each, were also issued to him for two lots of one arpen each, which he had relinquished; two lots having been confirmed to, and relinquished by Porier, the Recorder issued to him two certificates, No. 14 and 15, dated 12th November, 1815, for 160 acres each.

In 1822 it was decided that under the New Madrid law of 17th February, 1815, the owners of lots in the county of New Madrid were not entitled to locate a tract of 160 acres for each town lot they may own, but one tract for the whole of their town lots, however many, unless the aggregate should exceed 160 acres, when they were entitled to locate the area relinquished, provided it did not exceed 160 acres. One hundred and sixty acres had been located by certificate No. 263 in favor (of) Dejarlois, and patented to him in 1821, and he was only entitled to 202 arpens, the quantity he relinquished, and therefore had only the right, prior to the act of 1827, in the construction then existing, to the difference between 160 acres and 202 arpens, $11\frac{84}{100}$ acres, instead of $24\frac{1}{2}$ acres mentioned in your statement, and quoted in my letter to you the 1st February last.

The cost of the survey for location No. 264 in the name of Dejarlois, for a portion of the land in question, is dated April 19th, 1820, as before mentioned. The only location per cert. No. 244 (in favor of Dejarlois), which was recognized, was not made until 21st September 1821, being several months subsequent to the survey of location No. 264. As the location of the last mentioned certificate was anterior to that of the recognized location of cert. No. 244, this office is of opinion that priority of location should govern, *and that priority of location should govern*, and that Dejarlois was entitled, upon the passage of the act of 1827, and according to the construction then given, to the difference between 202 arpens and 160 acres out of the land before described.

In regard to the location certificates No. 14 and 15, dated 12th November, 1815, in favor of Porier, it appears that No. 15 was located in part of the said tract, and that the certificate of survey is dated 1st May, 1820.

It is shown by the letter of the 17th February last, from the Surveyor General's office (introduced in evidence by your attorney) that cert. No. 14 was located upon a "tract of land which is found to be

within the commons of Carondelet," that in consequence of this interference "it has not been placed in record, nor has it been certified to the Recorder for a patent certificate."

This location being illegal, is of course void, and the location by certificate No. 15 being the only one that is admitted, it would appear that his title to the calls of his location under that certificate cannot, under any circumstances, be affected by any claim originating under a subsequent act of Congress.

It is contended by your counsel that a legal right on your part had interfered before the passage of the act of 1827, and that consequently the New Madrid locations had no right of selection when that selection would affect your rights. It appears from what has been stated, that Porier has in fact but one location, that per certificate No. 15, the other being a nullity; consequently, even in any view, his right to the former is absolute, and that the location of cert. No. 264 for Dejarlois, was anterior to the recognized location per cert. No. 244. The priority of the location of cert. No. 264 to the final location of 244, establishes in the opinion of this office, as before stated, Dejarlois's right, under the construction of 1822, to the difference between 202 arpens and 160 acres on the tract described as the N. E. ¼ 3, 1 N. 12 W.

But as the location in question had not been rendered void under the aforesaid construction, the land of course was not subject to entry, and no legal right to it by virtue of a Cherokee pre-emption could accrue; and the interposition of the act of 1827 "abrogated" that construction and "perfected" the rights of the locators.

Very respectfully, your ob'd't servant,

JAS. WHITCOMB,

Commissioner.

M. CUNNINGHAM, ESQ., Present.

ATTORNEY GENERAL'S OFFICE, *April* 5, 1838.

SIR: I have examined the act of the 2d of March, 1827, supplementary to "an act to perfect certain and sales of the public lands in Missouri, passed April the twenty-sixth, one thousand eight hundred and twenty-two," and am of opinion with the commissioner of the General Land-office, as expressed in his communication to you of the 1st of March last, that as between the United States and the persons making the locations, it confirming all locations made under the act of 1815, when not exceeding 640 acres in the whole, to any one sufferer; and that, in this respect, it abrogated the construction given in this office, and the land office to the act of 1815, I am also of opinion that as Mr. Cunningham did not at any time prior to the 2d of March, 1827, take the necessary steps to complete his entry, supposing that under the law as it then stood (he was entitled so to

do) the right of the other became by the passage of the confirmatory act of that date valid as against him as well as the United States.

I am, sir, very respectfully, your ob't servant,

B. F. BUTLER.

The Hon. LEVI WOODBURY,
Secretary of the Treasury.

(*G.*)

WASHINGTON CITY, 29*th June*, 1838.

SIR: In replication to the argument of Messrs. King and Wilson, the counsel employed to oppose my claim now before your Honor, by appeal from the General Land-office, I will use as much brevity as the nature of the case will admit of, trusting that you will overlook any want of technicality that may attend my argument. The location of New Madrid certificates on the south side of the Arkansas River was contrary to law; the law of 1815 limited their location to lands the sale of which was authorized by law at the passage of the act; nor does any subsequent act of Congress extend the space on which these locations could be made. When the act of 1815 was passed the title to the land south of the Arkansas was not in the United States, neither did it become so until 1819. On this ground Mr. Wirt and Mr. Butler have repeatedly decided that pre-emption claims, under the law of 1814, could not be allowed on the south side of the Arkansas River, and by parity of reasoning, New Madrid claims must also be excluded from location thereon. If these premises are correct the New Madrid locations made on the land in controversy, were absolutely void (and) so remained until the passage of the law of 1817; and if void, the land was open and subject to entry, by means of my Cherokee pre-emption, under the law of 1824. . . . . .

. . . . . .

Respectfully, your humble servant,

M. CUNNINGHAM.

To HON. LEVI WOODBURY,
Secretary of the Treasury.

GENERAL LAND-OFFICE, *May* 31, 1839.

SIR: On the lands designated as fr'l sect's 2, 3, and the north half of sect. 10, all west of the old Quapaw line, and south of Arkansas River, T. 1 N., R. 12 W., Arkansas, the following New Madrid locations have been made according to the inclosed diagram A, viz:—

For Eloi Dejarlois cert. of location No. 264, dated 30th Nov., 1815.

For Peter Porier cert. of location, No. 15, dated 12th Nov. 1815.

For Henry Cockerham cert. of location, No. 136, dated 30th Nov., 1815.

The two first mentioned claims it appears were surveyed; cert. of the surveyor for Dejarlois is dated April 19th, 1820; that for Porier, the 1st May, 1820; as to the Cockerham claim which, in addition to the tracts they represented as covered thereby on the diagram, includes a portion of northeast fract'l quarter *quarter* section 33, 2 N., 12 W.; a copy of the location and plat of this claim, dated 10th May, 1838, and signed by the late Surveyor-General, was, with a patent certificate, transmitted to this office with a letter dated 22d June, 1838, from Henry M. Rector.

The copy inclosed, marked *B*, does not purport to be a return of survey, nor does it represent that a survey had been made by a deputy, nor is it accompanied by the late Surveyor-General's approval; since then a letter, dated the 7th instant, has been received from Mr. Rector, accompanied by a plat of survey (inclosed marked *C*) certified by the present surveyor-general on the 4th of this month, but not showing when the survey was made. It is proper to state that there are on file in this office two plats of T. 1 N., R. 12 W., one certified by General Rector, formerly Surveyor-General, with the following: "Surveyed by G. and J. T. Sprigg, Deputy Surveyor, April and May, 1819," upon which the New Madrid locations in sections 2, 3, and 10 are not laid down, and another plat on which said claims are laid down, which is certified by G. and J. T. Sprigg, deputy surveyor, Feb. 28th, 1819," but has not the Surveyor-General's certificate appended to it.

There has also been recently received another plat of this township certified 19th March last, but it has been suspended from file for explanation. The certificates for the New Madrid claims in question were granted pursuant to the act of Congress, approved 17th February, 1815 (L, L, p. 667, No. 248), entitled "An act for the relief of the inhabitants of the late county of New Madrid, in the Missouri Territory, who suffered by the earthquakes," under the provisions of the said act certain persons therein mentioned, whose lands had been materially injured by earthquakes, were "authorized to locate the like quantity of land on any of the public lands of the said Territory, the sale of which is authorized by law," Provided, &c. Application was made by M. Cunningham in 1838, to locate a Cherokee preemption (under the act of 26th May, 1824, L, L, p. 865), on the S. E. ¼ sec. 3, 1 N. 12 W., which as shown by the diagram, is covered by the claims of Dejarlois and Porier, and was denied by this office for the reasons stated in a letter from this office to him, dated February 1st, 1838, a copy of which, *D*, and his original application *E*, are inclosed. An appeal was thereupon taken, and this office was sustained by the Attorney General's opinion of the 5th of April, 1838. Subsequently the application was reversed in behalf of Cunningham and again denied by this office, in a letter to him, dated June 11, 1838, a copy of which (*F*) is inclosed. The final decision of this office in M. Cunningham's case was sustained by the communication

of the Secretary of the Treasury posterior to my communication of the 11th June, 1838, to said Cunningham.

On the 11th January, 1825, cert. 241 was issued by the Register in the name of Wm. Russell, under the pre-emption act of 1814, for the S. fr'l part of N. E. ¼ 3, 1, 12, south of Arkansas River, interfering with the claims of Porier and Dejarlois, and under the opinion of the Attorney-General, of 3d May, 1836, that entry was declared void, as at the date of the act of 1814, the land entered was not public land, but the title therefor was in the Quapaw Indians, and so remained until the treaty of 24th August, 1818. On the 6th June, 1838, the lands covered by the Porier and Dejarlois claims were located by floats under the law of 1834, and the Register and Receiver were written to on the 26th December last, inquiring why these entries had been permitted (see copy of said letter marked *H*); in reply to which they, on the 30 January last, addressed their letter (marked *G*), inclosing therein a copy of a bond made by the owners of the floats. Subsequently a communication was addressed to the officer at Little Rock, on the 9th inst., in relation to the S. E. ¼ 3, 1, 12, claimed also by Elizabeth Bucchus, under the law of 1830 (a copy of which is inclosed marked *K*).

It is now contended that the New Madrid locations are void, inasmuch as they are not located on lands, the sale of which at the date of the act, viz: 17th February, 1815, was authorized by law; the tract of country in which said locations were made, having been ceded to the United States, by the Quapaws, as before mentioned, in 1818 an application is made to recognize the location of floats therein (except those located on S. E. qr. 3, 1, 12, claimed by Mrs. Bacchus, under act of 1830, as before mentioned), and the five section claims, the latter under the act of 23d June, 1836, chap. 120, p. 99, acts 1st session, 24th Congress.

In reply to this application, I addressed a letter to Messrs. King and Wilson, agents of the claimants, on the 25th inst. (a copy of which is inclosed, marked *L*), and from the positions therein taken, they have appealed in their letter of the 27th inst. (Marked *M*). Which appeal is granted, and papers herewith transmitted for such action as may be deemed by you proper in the premises.

I have the honor to be, very respectfully,
Your obedient servant,

JAMES WHITCOMB,
Commissioner.

To Hon. LEVI WOODBURY,
Secretary of the Treasury.

THE UNITED STATES OF AMERICA,
Eastern District of Arkansas.

I, William Field, Clerk of the Circuit Court of the United States in and for the Eastern District of Arkansas, do hereby certify that

the foregoing contains a full and complete transcript of the record, papers, and proceedings in said Circuit Court, in the case of William Russell, complainant, *vs.* the Heirs of Chester Ashley, dec'd, Roswell Beebe, and George C. Watkins, as appears of record in my office.

In testimony whereof, I have hereto set my hand as clerk and affixed the seal of said Circuit Court, this 7th day of [SEAL.] December, A. D. 1855, and the 80th year of American Independence.

Attest: WM. FIELD,
Clerk.

Exhibit X.

A map of a part of the city of Little Rock, Arkansas, made and approved this 26th December, 1839. By Roswell Beebe.

[*See copy of map.*]

NOTE.—The other portions of the plan comprised within the city previously laid out into lots, blocks, and streets, corresponding herewith, has been represented upon separate sheets, and the recording necessarily deferred until the dividing quarter-sectional lines can be correctly ascertained and properly represented, for the better information of all concerned.

STATE OF ARKANSAS,
County of Pulaski, ss:

Be it remembered, that on this 26th day of December, in the year of our Lord one thousand eight hundred and thirty-nine, voluntarily appeared in person before me, Jesse Brown, a justice of the peace in and for the county and State aforesaid, Roswell Beebe, whose signature appears to the within plan, and acknowledged the same as for his act and deed, and that he had executed the same for the consideration and purposes therein mentioned and set forth, and as particularly mentioned and referred to in his relinquishment of the streets and alleys represented on said plan, to the mayor and aldermen of the city of Little Rock and their successors in office, bearing date the day and year aforesaid, and now duly recorded in the county and State aforesaid; and that all the streets and alleys there represented, and to the extent specified in said relinquishment, are, as therein declared, public highways: subject, nevertheless, to each and all the conditions, restrictions, and limitations set forth in said relinquishment; and that all conveyances referring to said plan as to the number of any lot or block, or the dimensions thereof, or the name of any street, or width of any alley, shall be considered a sufficient description of the same, and fully binding upon the parties to the same.

In testimony whereof, I have hereto set my hand as justice of the peace the day and year aforesaid.

J. BROWN, J. P.

I, Chester Ashley, of the city and State aforesaid, do hereby approve and accept of the said plan of the city of Little Rock, so far as my rights and ownership of property in said city may or can in anywise be affected thereby; and I do further, by these presents, bind myself, my heirs, executors and administrators, to a faithful observance thereof, when taken in connection with the deed of relinquishment of streets and alleys as therein specified.

Done at the city of Little Rock, Ark., December 26th, A. D. 1839.

CHESTER ASHLEY, [SEAL.]

STATE OF ARKANSAS,
County of Pulaski, ss:

I, Lemuel R. Lincoln, clerk of the circuit court and ex-officio recorder for the county aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 26th day of December, A. D. 1839, and the same is now duly recorded in record book L, page 329.

In testimony whereof, I have hereunto set my hand and affixed the seal of my office, at Little Rock, the 28th day of De-
[L. S.] cember, in the year of our Lord one thousand eight hundred and thirty-nine, and of the independence of the United States the 64th.

LEMUEL R. LINCOLN,
Clerk, and ex-officio Recorder.

STATE OF ARKANSAS, *County of Pulaski, ss:*

I, Herndon Haralson, clerk of the circuit court and ex-officio recorder for the county aforesaid, do hereby certify that the annexed and foregoing instrument of writing and map of a part of the city of Little Rock contains a true and complete copy of the original, as the same remains of record in my office, on Record book L, pages 329, 330, 331, and part of 332.

In testimony whereof, I have hereunto set my hand and affixed the seal of my office, at Little Rock, this 4th day of September, A. D. 1844.

H. HARALSON,
Clerk, and ex-officio Recorder,
By J. A. HUTCHINGS,
Deputy Clerk.

Filed December 7th, 1844.

WM. FIELD, *Clerk,*
By A. H. RUTHERFORD, *D. C.*

Exhibit A.

Plat of sections 2, 3, 10, and 11, in T. 1 N., R. 12 W. (South of Arkansas river, and west of Quapaw line.)

[*See copy of plat.*]

Plat of west ½ frac'l sec. 2, N. W. fr'l qr. sec. 11, sec. 3, N. ½ of sec. 10, N. E. qr. of sec. 9, and E. ½ of sec. 4, in T. 1 N., R. 12 W.; and S. W. fr'l qr. of sec. 34, and S. E. frac'l qr. of sec. 33, (south of Arkansas river,) in T. 2 N., R. 12 W.

[*See copy of plat.*]

REGISTER'S OFFICE, LITTLE ROCK, *Arks.*

I, W. W. Stevenson, register of the land office at Little Rock, Arkansas, do hereby certify that the foregoing exhibits a correct copy

from the official township plats on file in my office, so far as the same extends.

W. W. STEVENSON,
Register.

Exhibit H.

Map of the original town of Little Rock, as laid off upon fractional section No. 2 and N. E. fractional quarter of section No. 3, in T. 1 N., R. 12 W., under pre-emption right thereon.

[*See copy of map.*]

Filed December 7, 1844.

WM. FIELD, *Clerk*,
By A. H. RUTHERFORD, *D. C.*

Exhibit G, G.—A map of the town of Little Rock.

The following endorsement appears upon the back of the original plat on file in the office of the clerk of Pulaski county, to wit:

"The within is a map (or plat of survey) of the town of Little Rock, referred to by and in the bill of assurances of the undersigned proprietors thereof, bearing date this day, November 24, 1821.

"WM. RUSSELL,
"HENRY W. CONWAY,
"ROBERT CRITTENDEN,
"W. TRIMBLE,
"ROBT. C. ODEN,
"JOSEPH HARDIN,
"THO. P. ESKRIDGE."

STATE OF ARKANSAS, *county of Pulaski, sct:*

I, Gordon U. Perry, clerk of the circuit court and ex-officio recorder in and for the county of Pulaski, in the State of Arkansas, do hereby certify that the above is a true and exact copy of a plat, (or part of a plat,) and endorsements thereon, of the town of Little Rock, on file as a record of my office. The said plat (original) being in part mutilated, and that portion of it representing the western part of said town has been torn off and lost.

Given under my hand, as clerk aforesaid, and the seal of said court, at office in the city of Little Rock, this 3d day of December, A. D. 1844.

[L. S.]

GORDON U. PERRY,
Clerk, and ex-officio Recorder.

Filed December 7th, 1844.

WM. FIELD, *Clerk*,
By A. H. RUTHERFORD, *D. C.*